



KAAP AGULHAS MUNISIPALITEIT  
CAPE AGULHAS MUNICIPALITY  
U MASIPALA WASECAPE AGULHAS

## SUPPLY & INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON RESORT

**Q10/2024/25**

<b>BIDDERS NAME:</b>		
<b>CONTACT NUMBERS</b>	<b>Phone:</b>	<b>Fax:</b>
<b>BBBEE STATUS LEVEL</b>		
<b>CSD REGISTRATION NR</b>	MAAA	
<b>BID AMOUNT:</b>	R _____ VAT (inclusive)	
<b>CONTRACT PERIOD:</b>		

CONTACT DETAILS FOR:	
<b>Bid document:</b> Ms. G Koopman Tel: (028) 425 5500 Email: <a href="mailto:geraldinek@capeagulhas.gov.za">geraldinek@capeagulhas.gov.za</a>	<b>Scope details:</b> Mr Myburgh Briers Tel: (028) 425 5500 Email: <a href="mailto:Myburghb@capeagulhas.gov.za">Myburghb@capeagulhas.gov.za</a>
<b>Closing date &amp; Time: 20 September 2024 at 12h00</b>	

<b>For Office Use</b>  <b>Official 1:</b> .....  <b>Official 2:</b> .....	<b>OFFICIAL STAMP</b>
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**CAPE AGULHAS MUNICIPALITY**  
**SUPPLY & INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON**  
**RESORT**  
**CONTRACT NO. Q10/2024/25**

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**CAPE AGULHAS MUNICIPALITY**  
**SUPPLY & INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON**  
**RESORT**

**CONTRACT NO. Q10/2024/25**

<b>PART T1: TENDERING PROCEDURES</b>
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- T1.1      Tender Notice and Invitation to Tender**
- T1.2      Tender Data**

**CAPE AGULHAS MUNICIPALITY**  
**SUPPLY & INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON**  
**RESORT**  
**CONTRACT NO. Q10/2024/25**

**T1.1: TENDER NOTICE AND INVITATION TO TENDER**

Cape Agulhas Municipality is currently awaiting quotations from suitably qualified and experienced service providers for the Supply & Installation of Aluminium Windows at Arniston Resort (Chalets 20-24)

Tender documents are available from **Me G Koopman** at telephone number 028-425-5500 during office hours or email at [geraldinek@capeagulhas.gov.za](mailto:geraldinek@capeagulhas.gov.za). The document can also be downloaded from the municipal website: [www.capeagulhas.gov.za](http://www.capeagulhas.gov.za) free of charge. **A non-refundable deposit of R150** is payable for each set of documents issued (*hard copies*).

**A compulsory clarification meeting** will be held on **12 September 2024 at 12H00**, at **Arniston / Waenhuiskrans Resort in Arniston**. Bidders that fail to attend the compulsory clarification meeting will be disqualified. A representative may only represent one tenderer at this meeting.

It is estimated that contractors should have a CIDB grading of **1 SG / GB or higher**.

Technical enquiries may be directed to **Mr Myburgh Briers** at email [Myburghb@capeagulhas.gov.za](mailto:Myburghb@capeagulhas.gov.za).

Sealed quotations marked "**Quotation Nr: Q10/2024/25 SUPPLY & INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON RESORT**", must be placed in the tender box at the Municipal Offices, 1 Dirkie Uys Street, Bredasdorp or posted to reach the Municipal Manager, Cape Agulhas Municipality, PO Box 51, Bredasdorp, 7280 not later than **12:00 on Friday, 20 September 2024** after which it will be opened in public. Tenders may only be submitted on the prescribed official document.

The 80/20 preferential procurement system, as stated in the Cape Agulhas Municipal Procurement Policy, will be used when considering tenders.

A Tax Compliance status pin as issued by the South African Revenue Service, must be submitted together with the bid.

The Council reserves the right not to accept the lowest or any tender. No telegraphic, telephonic, telex, facsimile, e-mail and late tenders will be accepted. All late submissions will be returned unopened.

**EO PHILLIPS**  
**MUNICIPAL MANAGER**  
**PO BOX 51**  
**BREDASDORP**  
**7280**

**2024-09-06**

**CAPE AGULHAS MUNICIPALITY**

**SUPPLY & INSTALLATION OF SECURITY GATES AT LESEDI SQUARE  
CONTAINERS**

**CONTRACT NO. Q10/2024/25**

**T1.2: TENDER DATA**

## 1. T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://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 additional conditions of tender are:**

Clause number	Tender Data
F.1.1	The employer is CAPE AGULHAS MUNICIPALITY
F.1.2	<p>The tender documents issued by the employer comprise:</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p><b>Part 1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p><b>Part 2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Pricing schedules</p> <p><b>Part 3: Scope of work</b></p> <p>C3 Scope of work</p>
F.1.4	<p>The employer's agent is:</p> <p><b>Name: Mr Myburgh Briers</b></p> <p><b>Tel: 028 425 5500</b></p> <p><b>E-mail: <a href="mailto:Myburghb@capeagulhas.gov.za">Myburghb@capeagulhas.gov.za</a></b></p>
F.2	<b>Tenderer's obligations</b>
F.2.1	<p><b>Eligibility</b></p> <p><b>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</b></p>
F.2.1	<p>Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>1 SG / GB or higher</b> work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>1 SG/GB or higher</b> work.</li> </ol>

F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. No person will be allowed to sign the attendance list on behalf of another tenderer. Should one representative sign for more than one tenderer, both the tenderers will be disqualified. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.12	No alternative tender offers will be considered
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p><b>Location of tender box: 1 Dirkie Uys Street, Bredasdorp, 7280</b>  <b>Client address: 1 Dirkie Uys Street, Bredasdorp, 7280</b>  <b>Identification details: Q10/2024/25: SUPPLY &amp; INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON RESORT</b>  <b>Postal address: CAPE AGULHADS MUNICIPALITY, 1 Dirkie Uys Street, Bredasdorp</b></p>
F.2.13	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tender offers is <b>20 September 2024 @ 12:00</b>
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is <b>90 Days</b>
F.2.23	<p>The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and an <b>original valid</b> Tax Compliance Status Verification Pin issued by the South African Revenue Services.</p> <p>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.</p>
F.2.23.3	<p><b>Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificate(s)</b></p> <p>Tenderers shall submit documentary evidence/proof in the form of an original valid or certified copy B-BBEE Status Level verification certificate in terms of the Construction Sector Charter on Black Economic Empowerment, or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2022.</p> <p>Tenderers who do not submit B-BBEE Status Level Verification Certificates or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the bidding process. They will score points out of 80 for price only and zero (0) points out of 20 for B-BBEE.</p> <p>Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2022. In the case of unincorporated entities, a verified scorecard in the name of the Consortium/Joint Venture must be submitted with the tender.</p> <p>Bidders other than EMEs</p> <ul style="list-style-type: none"> <li>(i) Verification agencies accredited by SANAS; or</li> <li>(ii) Registered auditors approved by IRBA (until the expiration of the period prescribed by the dti)</li> </ul> <p>Bidders who qualify as EMEs</p> <ul style="list-style-type: none"> <li>(i) Sworn affidavit signed by the EM representative and attested by a commissioner of oaths.</li> </ul>
F.3	<b>The Employer's undertakings</b>
F.3.2	<p><b>Issue Addenda</b></p> <p>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.</p>
F.3.4	Tenders will be opened immediately after the closing time for tenders at <b>12:00</b>

F.3	<b>The Employer's undertakings</b>
F.3.2	<b>Issue Addenda</b>  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.3.4	Tenders will be opened immediately after the closing time for tenders at <b>12:00</b>
F.3.8	<b>Test for responsiveness</b>  Tenders will be considered non-responsive if: <ul style="list-style-type: none"> <li>- the tender is not in compliance with the Scope of Work;</li> <li>- the tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the Employer's written request;</li> <li>- the tenderer has failed to score the required pre-qualification points for Quality during the quality/functionality adjudication as described below</li> <li>- the offer section of the 'Form of Offer and Acceptance' (Part C1.1) is not fully complete and/or not signed;</li> <li>- the tenderer failed to submit with the tender offer an original valid Tax Clearance Certificate issued by the South Africa Revenue Services;</li> <li>- the tenderer is not registered with the Construction Industry Development Board in an appropriate contractor grading designation and does not comply with the CIDB contractor grading designation as specified in F.2.1.2 above;</li> <li>- the tenderer is in arrears for more than three (3) month with municipal rates and taxes and municipal service charge;</li> <li>- the tenderer has failed to complete the Compulsory Enterprise Questionnaire and there are conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interest of the employer or potentially comprise the tender process.</li> </ul>
F.3.9	<b>Arithmetical errors, omissions and discrepancies</b>  For a Re-measurement Contract, all the responsive tenders, and not only the highest ranked tender, will first be corrected before deciding on the lowest tender. Once the lowest tender has been decided upon, the next step is to ensure that the unit rates tendered are balanced. If there are imbalanced rates, these should be adjusted by the tenderer keeping the Contract Sum the same.
F.3.9.1	Check responsive tenders for: <ul style="list-style-type: none"> <li>(a) the gross misplacement of the decimal point in any unit rate;</li> <li>(b) omissions, discrepancies and imbalanced tendered unit rates made or included in completing the Bill of Quantities, or</li> <li>(c) arithmetical errors in:               <ul style="list-style-type: none"> <li>(i) line-item totals resulting from the product of the unit rate and the quantity in the Bill of Quantities, or</li> <li>(ii) the summation of the prices.</li> </ul> </li> </ul>
F3.9.2	The Employer must correct the arithmetical errors in the following manner: <ul style="list-style-type: none"> <li>(a) Where there is a discrepancy between the amounts in words and the amounts in figures, the amount in words shall govern.</li> <li>(b) If a Re-measurement Contract's Bill of Quantities applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate as quoted shall govern and the line item total shall be corrected</li> <li>(c) Where there is an obvious gross misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate shall be corrected.</li> <li>(d) Where there is an error in the total of the prices either as a result of corrections required by this checking process or in the tenderer's addition of prices, the total of prices will be corrected.</li> </ul> <p>The corrected tender price shall be communicated to the tenderer. The tenderer may withdraw the tender but may not change the total tendered price. Reject the tender if the tenderer does not accept the corrected total of the prices, if any.</p>

F.3.9.3	<p>Where unit rates are considered to be imbalanced by the Employer, the tenderer shall, to the satisfaction of the Employer (refer to clause F4.3):</p> <p>a) justify such unit rates, or b) adjust such unit rates by increasing or decreasing these unit rates and selected other rates while retaining the total tender price derived after applying the above-mentioned arithmetical corrections, if any.</p> <p>Declare as non-responsive and reject a tender offer if the tenderer elects not to justify or adjust imbalanced tendered unit rates to the satisfaction of the Employer or does not correct or accept the correction of arithmetical errors.</p>
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 3</p> <p>1) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000.</p> <p>Up to 100 minus W<sub>1</sub> tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>
F3.13.1	<p><b>Tender Offers will only be accepted on condition that:</b></p> <p>(a) the tender offer is signed by a person authorised to sign on behalf of the tenderer; (b) a valid original Tax Compliance Status Verification Pin is included with his tender; (c) a Tenderer who submitted a tender as a Joint Venture has included an acceptable Joint Venture agreement with his tender; (d) the Tenderer or a competent authorised representative of the Contractor who submitted the tender has attended the compulsory clarification meeting or site inspection; (e) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; (f) Neither the Tenderer nor any of its principals are 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; (g) The Tenderer has <u>not</u> abused the Employer's Supply chain Management System or has failed to perform on any previous contract and has been given a written notice to this effect; (h) The Tenderer or any of its principals, directors or managers is <u>not</u> employed in the service of the State or any municipality. In the event that such principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the public service must be included in the tender submission.</p> <p>The Employer is satisfied that the Tenderer or any of his principals have <u>not attempted to influence</u> the tender offer and acceptance in any way.</p>
F.3.18	<p><b>The number of paper copies of the signed contract to be provided by the employer is one.</b></p>

## Standard Conditions of Tender

*(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)*

### F.1 General

#### F.1.1 Actions

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.

#### 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 for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **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
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### F.1.4 Communication and 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 read, copied, and recorded. Writing 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 be 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.2 Tenderer's obligations**

### **F.2.1 Eligibility**

Submit a tender offer only if the tenderer complies with 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.2.2 Cost of tendering**

Accept that 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 satisfy 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.

### **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) may 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.

**F2.10.2** 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**

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** 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.2.13 Submitting a tender offer**

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

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

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

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

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

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

**F.2.13.8** Accept that the employer 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.2.14 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. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile, or e-mail, unless stated otherwise in the tender data.

**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.2.17 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 total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

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

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

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

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

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

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

#### **F.2.20 Submit securities, bonds, 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 clarification**

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

#### **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 of the Tender Notice until seven 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, will then notify it to all tenderers who drew documents.

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

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

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

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

**F.3.4.2** Announce at the opening 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, the total of his prices, preferences claimed and time for completion, if any, 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 it is 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 above 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) 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**

**F.3.9.1** Check responsive tender offers for arithmetical errors, correcting them in the following manner:

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

**F.3.9.2** Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

### **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

#### F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favourable to the least favourable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) 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.
Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) 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.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) 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.

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

#### F.3.11.2 Scoring Financial Offers

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

$N_{FO}$	=	$W_1 \times A$ where:
$N_{FO}$	=	the number of tender evaluation points awarded for the financial offer
$W_1$	=	the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data
$A$	=	a number calculated using either formulas 1 or 2 below as stated in the Tender Data

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$

where:

$P_m$	=	the comparative offer of the most favourable tender offer
$P$	=	the comparative offer of tender offer under consideration

**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**

**F.3.13.1** Accept tender offer only if the tenderer complies with the legal requirements stated in the Tender Data.

**F.3.13.2** 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

**F.3.14 Notice to unsuccessful tenderers**

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

**F.3.15. Prepare contract documents**

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

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

**F.3.16 Issue final contract**

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

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

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

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

Provide to the successful 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.

## CAPE AGULHAS MUNICIPALITY

## SPECIAL CONDITIONS TO BE OBSERVED WHEN TENDER IS ANNEXED

1. **INTRODUCTORY CONDITION**

- 1.1 Headings in these conditions are for ease of reference only and are not to be used when interpreting these conditions.
- 1.2 This document contains continuously numbered pages and may not be used, copied or lent out except in the performance of this contract.
- 1.3 Copyright in respect of this document vests in the Cape Agulhas Municipality.
- 1.4 Tenderers should read and inspect this document carefully for completeness and legibility. Claims based on missing pages or illegible script will not be binding on the Municipality.
- 1.5 **All bids must be submitted in handwriting and in non-erasable (black or blue) ink on the official forms supplied by the municipality.**
- 1.6 Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- 1.7 Subject to the provisions of clause 1.9 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by pasting another page over it with glue.
- 1.8 **The use of correction fluid / tape is prohibited.**
- 1.9 Notwithstanding the provisions of clause 1.7 of this document, alterations and/or corrections may only be affected as follows:
- 1.9.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected) and initialling in the margin next to each and every alteration or correction.
- 1.9.2 All corrections/alterations to the Pricing Schedule / Bill of Quantities (BoQ) and / or any pricing not effected in accordance with clause 1.9.1 above, will be rejected.
- 1.10 Bids submitted must be complete in all respects.
- 1.10.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 1.10.2 The bidder must ensure that his/her bid document is securely bound.
- 1.10.2.1 All supporting documents must be submitted by either stapling it to the relevant form in the bid document, or by submitting a bound annexure containing all supporting documents.
- 1.10.2.2 The Municipality will not take any responsibility for missing / lost pages, in cases where the bidder submits loose pages (not securely attached to the bid document or annexure with supporting documents).
- 1.11 Tender documents must be completed in full, and each page must be initialled. No page should be removed from the document.

2. **FORM OF TENDER**

- 2.1 All Tenders shall be on the prescribed forms and be fully completed, extended, totalled, and signed by the Tenderer or his duly authorised representative. Each Tender shall be in a sealed envelope and shall be placed in the Tender Box, First Floor, Cape Agulhas Municipality, Dirkie Uys Street, Bredasdorp before the closing time as indicated on the Tender Advertisement. Tenders may be posted to PO Box 51, Bredasdorp, 7280 but it is the duty of the Tenderer to ensure that the envelope is properly marked " Q10/2024/25 : SUPPLY & INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON RESORT as well as a description of the contract for which the Tender is submitted, and the Tender is placed in the Tender Box before the closing time as indicated in the Tender Advertisement.
- 2.2 All additional correspondence, brochures, supporting documents or other literature which the Tenderer wishes to submit in support of or in relation to his Tender should be submitted with the Tender Documents.

### 3. **ADMISSION OF BIDS**

- 3.1 No faxed or e-mailed tenders will be considered.
- 3.2 Late, incomplete, open, or unmarked Tenders will not be considered.
- 3.3 Proof of posting **will not** be regarded as proof of delivery of the Tender to the Municipality.
- 3.4 Bidders shall be allowed to submit bids by registered mail, by courier or by hand into the bid box or at the physical address of the municipality (reception, over the counter at the SCMU as applicable) before the closing time of the bids.
- 3.5 Bids received via courier services must be submitted in time and deposited into the bid box by the courier services. Officials may not deposit bids into the bid box on behalf of courier services and the Municipality accepts no responsibility for late delivery by courier services or for delivery at the wrong address.
- 3.6 Tenders that are deposited in the incorrect box or late will not be considered

### 4. **ACCEPTANCE**

The Municipality is not bound to accept the lowest or any Tender.

### 5. **BID OPENING**

- 5.1 Bids shall be opened in public at the Cape Agulhas Municipal Offices as soon as possible after the closing time for the receipt of bids.
- 5.2 Where practical, prices will be read out at the time of opening bids
- 5.3 The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.
- 5.4 Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

### 6. **VALIDITY AND PERIOD**

- 6.1 Tenders shall remain valid for 90 days after the closing date of the Tender.
- 6.2 The contract period will be from date of commencement.
- 6.3 **Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.**

### 7. **VARIATION**

No alteration or variation of this Agreement shall be of any force or effect unless it is recorded in writing and signed by and on behalf of both parties to these Conditions. This clause may not be repealed or varied in any way unless in writing and signed by both parties to this Agreement.

### 8. **PRICE**

- 8.1 All prices quoted and all deposits or payments made shall be in the currency of the Republic of South Africa.
- 8.2 Prices should remain firm.
- 8.3 Price escalation (rise and fall in terms of CPAF indices) will apply for all industry related increases but will only be accepted by the Municipality if claim is substantiated with proof of evidence and that such evidence is submitted prior to implementation.
- 8.4 Should the successful Tenderer wish to alter any Tender price during the Tender period, the Municipality reserves the right to:
  - 8.4.1 Accept the amended price; or
  - 8.4.2 Call for new Tenders in respect of the particular items concerned or negotiate new prices with alternative suppliers to the exclusion of the Tenderer.
  - 8.4.3 Tenderers shall state the time of delivery in weeks from date of the official order by the Municipality and all **quoted prices are to include VAT and include costs of delivery** to the Municipal stores in Fabrieksweg, Bredasdorp or such other address as may be indicated by the Municipality.

- 8.5 All payments shall be made at a place and/or into an account indicated by the payee, in writing, duly signed by the payee or his duly authorised representative.
- 8.6 If a bidder becomes a registered VAT vendor during the contract period, the prices/rates as per the initial award will be considered to be inclusive of VAT and no price adjustment (s) will be allowed.
- 8.7 All bid prices will be final and binding
- 8.8 A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply
- 8.9 Where the value of an intended contract will exceed R1 ,000 ,000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Services (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000,00 (R1 million) to be VAT inclusive even if it indicated that no VAT is charged. Please ensure that provision is made for VAT in these instances.

9. **APPLICABLE LEGISLATION**

- 9.1 Notwithstanding anything to the contrary herein contained, and insofar as it may be relevant, all terms and conditions of this Tender shall be subject to the provisions of Section 217 of The Constitution of the Republic of South Africa, Act 108 of 1996; Sections 83 and 84 of the Local Government : Municipal Systems Act, Act 32 of 2000, Municipal Supply Chain Management Policy of 2013 and the Preferential Procurement Policy Framework Act, Act 5 of 2000 as well as Preferential Procurement Regulations of 2022.

10. **BREACH**

- 10.1 **Should the Tenderer withdraw its accepted Tender** prior to the expiry of the validity period referred to in Par. 4. above, or should the Tenderer refuse to accept and honour any order in acceptance of its Tender, the Tenderer will pay to Cape Agulhas Municipality the sum of R2 500.00 (TWO THOUSAND FIVE HUNDRED RAND) as a penalty to cover the cost of calling for new Tenders (if necessary).
- 10.2 In addition to the penalty provided for in Clause 9.1. above, should the Tenderer be in breach of contract and the Municipality suffer any loss other than the cost of re-tendering, the Municipality shall be entitled to claim damages from the Tenderer in respect of such loss which it may incur and, without limiting the generality of the foregoing, if such loss should result from the Municipality having to accept the less favourable Tender or otherwise.

11. **NOTICES**

- 11.1 The Municipality chooses *domicilium citandi et executandi* and the address at which he will receive any notice in terms of this Agreement:

Postal Address: **PO Box 51  
BREDASDORP  
7280**

Physical Address: **1 Dirkie Uys Street  
BREDASDORP  
7280**

**And the Tenderer chooses *domicilium citandi et executandi* and the address at which he will receive any notice in terms of this Agreement:**

Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Physical Address: \_\_\_\_\_ (Kindly insert all addresses)  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No \_\_\_\_\_

Fax No \_\_\_\_\_

Email Address \_\_\_\_\_

- 12.2.1. Any notice to any party shall be addressed to him at his *domicilium* aforesaid and either sent by prepaid registered post or be delivered by hand. In the case of –
- 12.2.2. any notice being sent by prepaid post, it shall be deemed to have been received on the day of posting thereof;
- 12.2.3. any notice delivered by hand, it shall be deemed to have been received on the date of delivery, provided that such date is a business day or, otherwise on the next following business day.
- 12.2.4. Any notice to any party shall be addressed to him at his *domicilium* aforesaid and either sent by prepaid registered mail.
- 12.3. Any party shall be entitled by notice to the other to change his *domicilium* provided the change shall only become effective five (5) days after service of the notice in question.
- 12.4. For the purpose hereof "business day" means any day other than a Saturday, Sunday or Public Holiday.

### 13. **DISPUTES AND DISPUTE RESOLUTION**

#### 13.1. **MEDIATION**

Should any dispute arise between the parties to this Agreement in respect of or in connection with the agreement including the validity, breach or termination of it, the parties must without prejudice to any other right or entitlement they may have pursuant to the agreement or otherwise, explore whether the dispute can be resolved by agreement between them using informal dispute resolution techniques such as negotiations, mediation, independent expert appraisal or other alternative dispute resolution techniques. The rules governing any such technique shall be agreed between the parties, and failing such agreement, as recommended by ADRASA (Alternative Dispute Resolution of South Africa).

#### 13.2. **ARBITRATION**

- 13.2.1. Should the dispute not be resolved by such agreement within 14 (fourteen) days from written notice by one party to the other of the dispute (or such further period agreed in writing between the parties) either party may refer the dispute to arbitration.
- 13.2.2. This clause shall not prevent any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 13.2.3. The arbitration shall be held: -
- 13.2.3.1. At Bredasdorp;
  - 13.2.3.2. With only the legal and other representatives of the parties to the dispute present;
  - 13.2.3.3. In accordance with the procedure determined by the arbitrator;
  - 13.2.3.4. In other respects, in terms of the Arbitration Act No. 42 of 1965 as amended, it being the intention that the arbitration shall be held and completed as soon as possible;
  - 13.2.3.5. The arbitrator shall be a practising advocate or attorney of at least 15 (fifteen) years standing or a retired judge of the Supreme Court.
  - 13.2.3.6. Should the parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice in terms of 11.2.1. above, the arbitrator shall be appointed at the request of either party to the dispute by the President for the time being of the Cape Law Society.
  - 13.2.3.7. The decision of the arbitrator shall be final and binding on the parties to the dispute, shall not be subject to appeal or review and may be made an order of court at the insistence of the parties to the dispute.
  - 13.2.3.8. The parties hereby consent to the jurisdiction of the Supreme Court of South Africa (Cape Provincial Division) in respect of the proceedings referred to in clause 11.2.2.

- 13.2.3.9. The parties agree to keep the arbitration, including the subject matter of the arbitration and the evidence during the arbitration, confidential and not disclose it to anyone except for purposes of an order to be made in terms of the foregoing provisions hereof.
- 13.2.3.10. The provisions of this clause: -
- 13.2.3.11. Constitute an irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that he is not bound by such provisions;
- 13.2.3.12. Are severable from the rest of the contract and shall remain in effect despite the termination or invalidity for any reason of the contract.

#### 14. **CESSION AND DELEGATION**

- 14.1. The Tenderer may not cede any of its/his rights, delegate any of its/his obligations, dispose of, or mortgage, pledge or encumber any of its rights under this Agreement without the Municipality's prior written consent, which consent shall not be unreasonably withheld.

#### 15. **RISK**

- 15.1. Risk in and to items to be delivered by successful Tenderers shall pass to the Municipality only once the items have been delivered in good and proper order to the Municipality and delivery had been accepted in writing by a duly authorised person acting on behalf of the Municipality.

#### 16. **SABS CODES**

- 16.1. All materials offered in terms of this Tender shall comply with the latest relevant Codes of the South African Bureau of Standards (SABS).

#### 17. **COMPLIANCE CERTIFICATES**

- 17.1. The Municipality reserves the right to request compliance certificates in respect of specified items to determine whether these comply with relevant SABS Codes. Should the tested goods meet the specification, the Municipality will pay for the costs of such tests, but should the tested items fail to meet the specification, the Tenderer shall pay the costs of testing. In such case the Tenderer shall also be liable to remove, at his cost, all defective items that may have been delivered and shall also be liable for replacement items as well as the cost of delivery thereof in compliance with his obligations in terms hereof.

#### 18. **TAX COMPLIANCE**

- 18.1. The **Tax Compliance status pin must** be submitted together with the bid. **Failure to submit** a Tax Compliance status pin **will result in the invalidation of the tender**. In the case of a joint venture between two or more firms, the tenderer shall attach a **Tax Compliance status pin** for each of the joint venture partners.
- 18.2. Section 112(1)(l)(iii) of the Municipal Finance Management Act, 2003 (Act 56 of 2003) (MFMA) with Regulation 43 of the Municipal SCM Regulations, prohibits municipalities or municipal entities from awarding bids to persons whose tax matters have not been cleared by SARS.

#### 19. **MUNICIPAL RATES & TAXES**

- 19.1. In terms of SCM regulation 38(1)(d) a bid may be rejected if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the municipality, or to any other municipality, are in arrears for more than three months.

#### 20. **CSD REGISTRATIONS**

- 20.1. Registered Companies must provide their CSD supplier registration number on Schedule 1 B, Compulsory Enterprise Questionnaire. Those who are not registered must do so within **7 days after the closing date of this tender**.

#### 21. **LIST OF TENDERERS**

- 21.1. The Municipality shall publish a List of Tenderers who submitted Tenders on its official notice board in a spirit of openness.

**22. REQUIREMENTS OF A VALID BID**

22.1. The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will not be considered, and no further correspondence will be entered into with regard to the following matters:

- 22.1.1. The tender has not been completed in non-erasable handwritten ink,
- 22.1.2. Non-submission of a valid Tax Clearance Certificate and / or PIN
- 22.1.3. Incomplete Pricing Schedule or Bill of Quantities
- 22.1.4. A Form of Offer not signed in non-erasable ink,
- 22.1.5. Bid submissions with material alterations / corrections not in compliance with Clause 3 and 5 above will be rejected.

22.2. The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following:

- 22.2.1. To obtain a copy of the most recent municipal account(s) from the recommended bidder;
- 22.2.2. To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa
- 22.2.3. To obtain the personal income tax number(s) from the recommended bidder;
- 22.2.4. To obtain a valid Tax compliance status PIN if the certificate has expired or become inactive after the closing date of the tender;
- 22.2.5. To clarify or obtain outstanding information on the MBD 6.2 form if incomplete or partially completed
- 22.2.6. To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof
- 22.2.7. To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission
  - 22.2.7.1. **If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.**

**23. TEST FOR RESPONSIVENESS**

23.1. **A bid will be considered non-responsive if:**

- 23.1.1. the bid is not in compliance with the specifications.
- 23.1.2. The bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document and/or
- 23.1.3. the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing

23.2. **The Municipality reserves the right to accept or reject:**

- 23.2.1. any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract.
- 23.2.2. The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any Municipal rate and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amounts at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

**POPIA DISCLAIMER**

The Information Officer (Municipal Manager) undertakes that all personal and confidential information will be processed lawfully and in a reasonable manner that does not infringe the privacy of you or your organization as the data subject. The processing is necessary and complies with an obligation imposed by law on us, the responsible party and the processing protects your rights to effective service delivery.

For more details, you can refer to the Cape Agulhas Municipality, Privacy Policy available at [www.capeagulhas.gov.za](http://www.capeagulhas.gov.za) *The Protection of Personal Information Act (POPIA), Act No. 4 of 2013*

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

**THE NATIONAL TREASURY: Republic of South Africa**  
**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

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## General Conditions of Contract

### 1. Definitions

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

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## 2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## 3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

## 4. Standards

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

## 5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in

GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

## **6. Patent Rights**

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## **7. Performance security**

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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

8.1 All pre-bidding testing will be for the account of the bidder

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3

do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

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

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

Packing, case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and Documents**

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

## **11. Insurance**

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

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

## **13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or

repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

#### 14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### 15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

#### 16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

#### **17. Prices**

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

#### **18. Variation Orders**

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such.

In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

#### **19. Assignment**

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

#### **20. Subcontracts**

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

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

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

**24. Antidumping  
And  
Countervailing  
duties and rights**

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

**25. Force  
Majeure**

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

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

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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

## **28. Limitation of Liability**

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

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

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

## **29. Governing Language**

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

## **30. Applicable Law**

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

## **31. Notices**

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

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

## **32. Taxes and Duties**

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

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

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

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

## **33. Transfer of Contracts**

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

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

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

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

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Revised July 2010

**CAPE AGULHAS MUNICIPALITY**  
**SUPPLY & INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON**  
**RESORT**

**CONTRACT NO. Q102024/25**

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

**T2.2 Returnable Schedules**

**CAPE AGULHAS MUNICIPALITY**

**SUPPLY & INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON RESORT**

**CONTRACT NO. Q10/2024/25**

**T2.1: LIST OF RETURNABLE DOCUMENTS**

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable 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	Invitation to Bid
Schedule: 1B	Authority for Signatory
Schedule: 1C	Compulsory Enterprise Questionnaire
Schedule: 1D	Schedule of Work satisfactorily carried out by the Tenderer (ONLY RELEVANT WORKS)
Schedule: 1E	Schedule of Proposed Subcontractors
Schedule: 1F	Proposed Amendments and Qualifications
Schedule: 1G	Declaration concerning fulfillment of the Construction Regulations, 2003
Schedule: 1H	Preference Points (MBD 6.1)
Schedule: 1I	Rendering of Services (MBD 7.2)
Schedule: 1J	Declaration of bidder's past supply chain management practices (MBD 8)
Schedule: 1K	Certificate of Independent Bid Determination (MBD 9)

**2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (to be attached with submission)**

Schedule: 2B	Documents of Incorporation
Schedule: 2C	Tax Compliance Status Pin
Schedule: 2D	Payment of Municipal Accounts
Schedule: 2E	Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificates
Schedule: 2F	Proof of Registration with the Construction Industry Development Board (CIDB)
Schedule: 2G	Proof of Letter of Good standing
Schedule: 2H	Joint Venture Agreement, if applicable

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

Schedule: 3A      Record of Addenda to Tender Documents

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

C1.1:              Form of Offer and Acceptance

C1.2:              Contract Data (Part 1)

Contract Data (Part 2)

C1.3               Form of Guarantee (Pro Forma)

C2.2:              Bills of Quantities

C2.3:              Day work Schedule

## SCHEDULE 1 A

## PART A

### INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CAPE AGULHAS MUNICIPALITY</b>					
BID NUMBER:	Q10/2024/25	CLOSING DATE:	20 September 2024	CLOSING TIME:	12H00
DESCRIPTION	<b>SUPPLY &amp; INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON RESORT</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

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

<b>CAPE AGULHAS MUNICIPALITY</b>					
<b>1 DIRKIE UYS STREET</b>					
<b>BREDASDORP</b>					
<b>7280</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Finance		CONTACT PERSON	Myburgh Briers	
CONTACT PERSON	Geraldine Koopman		TELEPHONE NUMBER	028 425 5500	
TELEPHONE NUMBER	028 425 5500		FACSIMILE NUMBER	028 425 1019	
FACSIMILE NUMBER	028 425 1019		E-MAIL ADDRESS	<a href="mailto:Myburghb@capeagulhas.gov.za">Myburghb@capeagulhas.gov.za</a>	
E-MAIL ADDRESS	<a href="mailto:geraldinek@capeagulhas.gov.za">geraldinek@capeagulhas.gov.za</a>				

Tender : Q10-2024-25

T2

T2

Part T2 : Returnable Documents

**PART B****TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b>	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

<b>SCHEDULE 1B: AUTHORITY FOR SIGNATORY</b>
---

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. .... Chairman : .....
2. .... Date : .....

**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 whom rests  
 the direction of the affairs of the Partnership as a whole.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms  
 ....., authorised 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 authorized 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-partners upon who rests the direction of the affairs of the Partnership as a whole.

## SCHEDULE 1C : COMPULSORY ENTERPRISE QUESTIONNAIRE

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

**Section 1:** Name of enterprise:

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

**Section 3:** CIDB registration number:

**Section 4:** CSD registration number:

**Section 5:** 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 3 partners

### Section 6: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

Bank name and branch .....

Bank account number .....

Name of account holder .....

### Section 7: 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:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> an executive member of an accounting authority of any national or provincial public entity   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> A person who is an advisor or consultant contracted with the Municipality  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

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

\* 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:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> 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) |
| <input type="checkbox"/> a member of any provincial legislature                                |   |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an executive member of an accounting authority of any national or provincial public entity   |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> an official of any municipality or municipal entity                   | <input type="checkbox"/> A person who is an advisor or consultant contracted with the Municipality  |

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 authorised 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 neither the name of the enterprise nor 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 Tender 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 tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- 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 .....

**SCHEDULE 1D: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER**  
**CURRENT / PREVIOUS EXPERIENCE**

Indication of Competence / Ability to Perform Successfully

List of recent or previous work of a similar nature within the CIDB grading of 1 SG / GB or higher within the last 5 years undertaken by the firm **MUST** be completed. Projects of a similar scope and nature regarding Aluminium Windows

	Employer (Name, Tel, Fax, Email)		Nature of work	Value of work (Incl. VAT)	Date started	Date completed
1.	Name of entity					
	Contact Person					
	Tel					
	Email					
2.	Name of entity					
	Contact Person					
	Tel					
	Email					
3.	Name of entity					
	Contact Person					
	Tel					
	Email					
4.	Name of entity					
	Contact Person					
	Tel					
	Email					

*\*Only projects that have been completed will be used for evaluation purposes and not current or on-going projects.*

*The Cape Agulhas Municipality will verify all information submitted in terms of this bid and any information that is incorrect will result in that bid being automatically disqualified and not considered further. Therefore, it is stressed that the contact firm or person of the bidder must be willing to confirm the information in writing on the request by the Municipality.*

*The Bidder hereby confirms that the information given above is true and correct:*

Signed ..... Date .....

Name ..... Tenderer .....

<b>SCHEDULE 1E: SCHEDULE OF PROPOSED SUBCONTRACTORS</b>
---

Note from Engineer: Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Engineer

We notify you that it is our intention to employ the following Subcontractors 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 Subcontractors in accordance with requirements in the contract for such appointments.

A company awarded a contract may not subcontract more than 25% of the value of the contract to a company with a lower BBBEE rating.

No.	Name and Address of Proposed Subcontractor	Nature and Extent of Work	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

Signed ..... Date .....

Name ..... Position .....

Tenderer .....

<b>SCHEDULE 1F: PROPOSED AMENDMENTS AND QUALIFICATIONS</b>
--

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderers attention is drawn to clause F3.8 of the Standard Conditions of Tender references in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

<b>SCHEDULE 1G: DECLARATION CONCERNING FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2003</b>
--

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Tenderers shall answer the questions below:

1. I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all of the requirements of the Regulations. (Tick)

<b>YES</b>	
<b>NO</b>	

2. Indicate which approach shall be employed to achieve compliance with the Regulations.

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist subcontract resources (competent) - Specify:	

3. Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CVs to be attached):

.....

.....

.....

.....

4. Provide details of proposed training (if any) that will be undergone:

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

5. List potential key risks identified and measures for addressing risks:

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

6. I have fully included in my tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period(Tick)

YES	
NO	

**SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:**

1. .... ID NO:

(Name in Print): ..... .....

2. .... ID NO:

(Name in Print): ..... .....

<b>SCHEDULE 1H: PREFERENCE POINTS (MBD6.1)</b>
--

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022.**

**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).

a) The applicable preference point system for this tender is the **90/10** preference point system.

b) The applicable preference point system for this tender is the **80/20** preference point system.

c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

		POINTS
<b>PRICE</b>		<b>80</b>
<b>SPECIFIC GOALS</b>	<b>50% of the 20 Points</b>	<b>20</b>
• B-BBEE STATUS LEVEL OF CONTRIBUTOR	10	
• LOCALITY OF SUPPLIER	10	
<b>Total points for Price and SPECIFIC GOALS</b>		<b>100</b>

1.4 **Failure on the part of a tenderer to submit proof or documentation** required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 1.6 **Conditions associated with the granting of preferences**

A company/firm/entity that is granted a preference, undertakes to:

- 1.6.1 accept that the number of preference points shall be determined from the B-BBEE status level certificates submitted in terms of the Tender Data, using the status as at the closing date for submission of tender offers;
- 1.6.2 not sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level than the prime contractor, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works, or unless otherwise declared in terms of **Section 8** below;
- 1.6.3 accept the sanctions set out in Section 1.7 below should condition 1.6.2 be breached, or should the BBBEE status level of contribution be found to have been claimed or obtained on a fraudulent basis;
- 1.6.4 accept that, in order to qualify for preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate or an Exempted Micro Enterprise certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 69 of 1984)) or an accredited verification agency, or certified copies thereof, in terms of the Construction Codes of Good Practice for Broad Based Black Economic Empowerment, in terms of the Preferential Procurement Regulations, 2022.
- 1.6.5 accept that, further to 1.6.4 above, Consortiums/Joint Ventures will qualify for preference points, provided that the entity submits the relevant certificate/scorecard in terms of the Preferential Procurement Regulations, 2022. Note that, in the case of unincorporated entities, a verified scorecard in the name of the consortium/Joint Venture must be submitted with the tender (attached to this schedule).
- 1.6.6 accept that if it is found that, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 1.6.5 above was based, and the impact of which is that the Joint Venture would not have been awarded the contract in terms of the actual BBBEE level of contribution achieved by the Joint Venture, then a financial penalty shall be applied (in addition to any other remedies that the Employer may have) in accordance with 1.7 below.
- 1.6.7 accept that a prime contractor will not be awarded points for BBBEE status level if he indicates in his tender that he intends sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that the prime contractor qualifies for, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract works.

## 1.7 **Sanctions relating to breaches of preferencing conditions**

The sanctions for breaching the conditions associated with the granting of preferences are:

- 1.7.1 disqualify the tenderer from the tendering process;
- 1.7.2 recover all costs, losses or damages the Employer has incurred or suffered as a result of the tenderers or contractor's conduct;
- 1.7.3 cancel the contract and claim any damages which the Employer has suffered as a result of having to make less favourable arrangements due to such cancellation;
- 1.7.4 restrict the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from the Employer for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied;
- 1.7.5 forward the matter for criminal prosecution; and/or
- 1.7.6 a financial penalty payable to the Employer as set out below.
- 1.7.7 Financial penalty for breach of condition 1.6.2 in Section 1.6 above:
- 1.7.8 The penalty to be applied for sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the preference points that the prime contractor qualified for (unless proven to be beyond the control of the prime contractor, or the sub-contractors are EMEs) shall be as provided for in the following formula:

$$\text{Penalty} = 0.5 \times E (\%) \times P^*$$

where:

- E = The value of work (excluding VAT) executed by sub-contractors that do not qualify for at least the preference points that the prime contractor qualified for, expressed as a percentage of P\*, less 25%
- P\* = Value of the contract

Financial penalty for breach in terms of condition 1.6.6 in Section 1.6 above:

- 1.8 The penalty to be applied where, in the performance of the contract, the participation of the various partners in a Consortium/ Joint Venture differs substantially from that upon which the consolidated scorecard submitted in terms of 1.6.5 in Section 1.6 above was based, and the impact of which is that the Joint Venture would not have been awarded that contract in terms of the actual B-BBEE level of contribution achieved by the Joint Venture, shall be as provided for in the following formula:

$$\text{Penalty} = 5/100 \times (B-BBEEa - B-BBEEt) \times P^*$$

where:

- B-BBEEa = The B-BBEE level of contribution that is achieved, determined in accordance with the actual participation of the Joint Venture partners in the performance of the contract
- B-BBEEt = The B-BBEE level of contribution that was used to determine the number of preference points granted to the Joint Venture at the time of tender evaluation
- P\* = Value of the contract

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1 POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

### 4. POINTS AWARDED FOR SPECIFIC GOALS

**4.1** In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

**4.2** In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

### 5. POINTS AWARDED FOR SPECIFIC GOALS

**5.1** The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, to be attained.

**5.2** A maximum of 20 points (80/20 preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:

- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (b) local labour and/ or promotion of enterprises located in the municipal area (phased in approach to be applied for other RDP goals)

**5.3** Regarding paragraph 5.2 (a) at least **50% of the 20 points** will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	8
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

**5.4** A tenderer **must submit proof** of its BBBEE status level contributor [scorecard].

**5.5** A tenderer failing to submit proof of BBBEE status level of contributor –

5.5.1 may only score in terms of the 80/90-point formula for price; and

5.5.2 scores 0 points for BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

**5.6** Regarding paragraph 5.2 (b) a maximum of **50% of the 20/10 points** will be allocated to promote this goal. Points will be allocated as follows.

<b>LOCALITY OF SUPPLIER (SUBMIT PROOF OF REGISTERED BUSINESS ADDRESS) E.G MUNICIPAL ACCOUNT OR LEASE AGREEMENT</b>	<b>50% of the 20 Points = 10</b>
Within the boundaries of the <b>Cape Agulhas Municipality</b>	10
Within the boundaries of the <b>Overberg</b>	5
Within the boundaries of the <b>Western Cape</b>	2
Outside of the boundaries of the municipality	0

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.****Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>SPECIFIC GOALS</b>	<b>20</b>		
<b>1. B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>10</b>	_____	_____
<b>2. LOCALITY OF SUPPLIER</b>	<b>10</b>	<b>Indicate (YES/NO)</b>	<b>Number of points claimed</b>
<ul style="list-style-type: none"> <li>Within the boundaries of the <b>Cape Agulhas Municipality</b></li> </ul>	10	_____	_____
<ul style="list-style-type: none"> <li>Within the boundaries of the <b>Overberg</b></li> </ul>	5	_____	
<ul style="list-style-type: none"> <li>Within the boundaries of the <b>Western Cape</b></li> </ul>	2	_____	
<ul style="list-style-type: none"> <li>Outside of the boundaries of the municipality</li> </ul>	0	_____	

**5.7 Promotion of Local area suppliers**

The tenderer must be located within the geographical area specified and must have a fully functional office / premises from where it operates.

5.7.1. The registered address as reflected on the Companies and Intellectual Property Commission (CIPC) report.

5.7.2. Municipal account registered in the name of the tenderer not older than 3 months.

5.7.3. Where the tenderer is not the owner of the property:

5.7.3.1. A valid lease agreement; or

5.7.3.2. A sworn affidavit not older than 3 months from the property owner that the address used to claim points in paragraph.

5.7.2 (Table 1) above is being rented out to the tenderer at no cost.

5.7.3. The registered address as reflected on the Companies and Intellectual Property Commission report.

- Cape Agulhas Municipality will reserve the right to use any and all available information at its disposal, including conducting site visit and inspections to verify a bidders claim of having a local office within the Cape Agulhas Municipal area and that the bidder or principal of the bidder (in the event of the bidder being a legal entity) is domiciled within the Cape Agulhas Municipal area.
- The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by just accepting the legal documentation).
- The purpose of the locality points is to promote local economic development within the Cape Agulhas Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

5.8. Where the tenderer submitted incorrect or outdated information (municipal account, lease agreement or sworn affidavit) or none of the above, it will be interpreted to mean that preference points for Promotion of Local area of supplier are not claimed.

## 6. BID DECLARATION

6.1 The undersigned, who warrants that he/she is duly authorised to do so on behalf of the tenderer, hereby certifies that the preference claimed based on the B-BBEE status level of contribution indicated, qualifies the tenderer for such preference claimed, and acknowledges that:

- i) the information furnished is true and correct;
- ii) the preference claimed is in accordance with the conditions of this schedule;
- iii) the tenderer may be required to furnish documentary proof to the satisfaction of the Employer that the claim is correct; and
- iv) he/she understands the conditions under which preferences are granted and confirms that the tenderer/prime contractor will satisfy the conditions pertaining to the granting of tender preferences.

6.2 With reference to condition 1.6.7 in Section 1.6 above, I/we declare that (tick one box as applicable – see Note below):

I/we intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as prime contractor qualify for	<input type="checkbox"/>
I/we <b>DO NOT</b> intend sub-contracting more than 25% of the value of the contract to sub-contractors that do not qualify for at least the points that I/we as prime contractor qualify for	<input type="checkbox"/>

Note:

Failure by the tenderer to tick either of the boxes in this declaration will result in no preference points being awarded. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.2, 1.3 AND 5.1

Type of B-BBEE Contributor	Status (tick box(es) below as applicable)
<b>Exempted Micro Enterprise (EME)</b>	
Exempted Micro Enterprise (EME) equal to 100% black owned – BBBEE level of 135% in terms of the Codes of Good Practice	<input type="checkbox"/>
Exempted Micro Enterprise (EME) at least 51% black owned – BBBEE level of 125% in terms of the Codes of Good Practice	<input type="checkbox"/>
Exempted Micro Enterprise (EME) less than or equal to 50% black owned – BBBEE recognition level of 100% in terms of the Codes of Good Practice	<input type="checkbox"/>
Exempted Micro Enterprise (EME) that is regarded as a specialized enterprise with at least 75% black beneficiaries with B-BBEE level of 135% in terms of Codes of Good Practice	<input type="checkbox"/>
Exempted Micro Enterprise (EME) that is regarded as a specialized enterprise with at least 51% black beneficiaries with B-BBEE level of 125% in terms of the Codes of Good Practice.	<input type="checkbox"/>
<b>Qualifying Small Enterprise (QSE)</b>	
Qualifying Small Enterprise (QSE) with at least 51% black ownership	<input type="checkbox"/>
Qualifying Small Enterprise (QSE) with 100% black ownership	<input type="checkbox"/>
Qualifying Small Enterprise (QSE) that is regarded as a specialized enterprise with at least 75% black beneficiaries with B-BBEE level of 135% in terms of Codes of Good Practice	<input type="checkbox"/>
Qualifying Small Enterprise (QSE) that is regarded as a specialized enterprise with at least 51% black beneficiaries with B-BBEE level of 125% in terms of the Codes of Good Practice.	<input type="checkbox"/>
<b>Other</b>	
Verified B-BBEE contributor. B-BBEE Status Level of Contributor <sup>1</sup> <input type="checkbox"/>	<input type="checkbox"/>
Non-compliant contributor	<input type="checkbox"/>

**8. SUB-CONTRACTING**

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

8.1.1. If yes, indicate:

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

**9. DECLARATION WITH REGARD TO YOUR COMPANY/FIRM**

9.1. Name of firm: .....

9.2. VAT registration number: .....

9.3. Company registration number: .....

9.4. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

9.5. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

<p>.....</p> <p><b>SIGNATURE(S) OF TENDERER(S)</b></p>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	..... ..... .....

**SCHEDULE 11: CONTRACT FORM - RENDERING OF SERVICES (MBD 7.2)**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to render services described in the attached bidding documents to Cape Agulhas Municipality in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **Q10/2024/25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax Compliance Status Verification Pin;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (i) General Conditions of Contract; and
  - (ii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

DATE: .....

**CONTRACT FORM - RENDERING OF SERVICES****PART 2 (TO BE FILLED IN BY THE MUNICIPALITY)**

1. **I EBEN PHILLIPS** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **Q10/2024/25** dated **20 September 2024** for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL
<b>SUPPLY &amp; INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON RESORT</b>			

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

**SCHEDULE 1J: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD8)**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 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 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 National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <i>To Access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</i>	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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

.....

Tenderer

**SCHEDULE 1K: CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD9)**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

### Q10/2024/25 SUPPLY & INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON RESORT

(Bid Number and Description)

in response to the invitation for the bid made by:

### CAPE AGULHAS MUNICIPALITY

(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:
  - 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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;

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

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

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

**SCHEDULE 2B: DOCUMENTS OF INCORPORATION**

The tenderer must attach to this page a 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.

**SCHEDULE 2C: TAX COMPLIANCE STATUS**

It is a condition of bid that the taxes of the successful bidder must be in order, or that

Satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to request their Tax Compliance Status which will include a unique PIN which you can provide to any third party (**if requested**) to enable them to verify your tax compliance status online via eFiling.
- 2 Request a TCC via eFiling which will give you the option to print the TCC Or request a TCC at a SARS branch where a SARS agent will be able to print or email the TCC to you.
- 3 The Tax Compliance Status Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 4 A **Tax Compliance Status** is a holistic view of your tax compliance level across all your registered tax types.
- 5 If your tax compliance status is compliant, the SARS agent will be able to print or email you your TCC to the registered email address which SARS has on record for you.
- 6 **Please note:** If your tax compliance status reflects that you are non-compliant, you will not receive a TCC until you have rectified your compliance.
- 7 The **Tax Compliance status pin must** be submitted together with the bid. **Failure to submit a Tax Compliance status pin will result in the invalidation of the tender.**
- 8 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate **Tax Compliance Pin**.

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

<b>SCHEDULE 2D: PAYMENT OF MUNICIPAL ACCOUNTS</b>
---

In terms of the Municipal Supply Chain Management Policy and System and its Preferential Procurement Policy, tenderers **must** ensure that they are up-to date with their payments of municipal accounts.

The tenderer **must attach to this page**, a Latest Municipal account, which provides proof that his payment of Municipal accounts is up-to-date and complete the certificate for municipal services on the next page. In the event of leasing, a lease agreement **must** be attached to the tender document.

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

**CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)****DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)**

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby

acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Cape Agulhas Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

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

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

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

**FURTHER DETAILS OF THE BIDDER'S Director / Shareholder Partners, ect.:**

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

**NB:** Please attach certified copy(ies) of ID document(s)

If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Number of sheets appended by the tenderer to this schedule (if nil, enter NIL)	
--	--

Signature	Position	Date

<p align="center"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p><b>Apply official stamp of authority on this page:</b></p>
---	---

<p align="center"><b>SCHEDULE 2E: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES</b></p>
---

A bidder who qualifies as an EME in terms of the B-BBEE Act **must** submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

A Bidder other than EME or QSE **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.

MINIMUM REQUIREMENTS FOR VALID B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES (The following information must be on the face of the certificate)	Indicate with (x)	
	yes	no
The name and the physical location of the measured entity		
The registration number and, where applicable, the VAT number of the measured entity		
The date of issue and date of expiry		
The certificate number for identification and reference		
The scorecard that was used (for example EME, QSE or Generic)		
The name and / or logo of the verification Agency		
The SANAS logo		
The certificate must be signed by the authorized person from the Verification Agency		
The B-BBEE Status level of Contribution obtained by the measured entity.		

Failure on the part of a bidder **to claim, fill in and/or to sign SCHEDULE 1M: PREFERENCE POINTS and submit a B-BBEE Verification Certificate** from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

Signed .....

Date .....

Name .....

Position.....

Tenderer .....

**SCHEDULE 2F: PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY  
DEVELOPMENT BOARD (CIDB)**

Tenderers must provide their CIDB number and details. Failure to do so may result in the tender being invalid.

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

**OHASA**

**Tender : Q10-2024-25**

**T2**

**Part T2: Returnable Documents**

**T2.2**

**Returnable Schedules**

## SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993

### INTRODUCTION

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A "mandatary" is defined in the said Act as: - *"Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"*

In terms of Section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place

between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the management of Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honored at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non-compliance will be issued. All work will be stopped, reasons for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated.

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

**Cape Agulhas Municipality** has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor. In order to enter into this agreement, the following information is needed regarding the above-mentioned:

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

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

### WRITTEN AGREEMENT

This is a written agreement between

**CAPE AGULHAS MUNICIPALITY**

And

\_\_\_\_\_  
(Name of the MANDATARY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I,

\_\_\_\_\_  
representing the MANDATARY do hereby acknowledge that \_\_\_\_\_

(*mandatary*) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the health and safety requirements and to liaise with the municipality should i, for whatever reason, be unable to perform in terms of this agreement

**Signed on this** ..... **day of** ..... **2024 at** .....

**On behalf of MANDATARY** .....

**Signature** .....

**On behalf of the MUNICIPALITY** .....

<p><b>SCHEDULE 2G: JOINT VENTURE AGREEMENT, IF APPLICABLE</b></p>
---

Tenderers shall attach to this page, a copy of their Joint Venture Agreement if applicable.

Signed .....

Date.....

Name .....

Position.....

Tenderer .....

<b>SCHEDULE 3A: RECORD OF ADDENDA TO TENDER DOCUMENTS</b>
---

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.....

**CAPE AGULHAS MUNICIPALITY**  
**SUPPLY & INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON**  
**RESORT**

**CONTRACT NO. Q10/2024/25**

<b>PART C1: AGREEMENT AND CONTRACT DATA</b>
---

- C1.1      Form of Offer and Acceptance**
- C1.2      Contract Data**
- C1.3      Form of Guarantee (Pro Forma)**

<b>C1.1: FORM OF OFFER AND ACCEPTANCE</b>
---

**1. OFFER**

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

**SUPPLY & INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON RESORT**

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

By the representative of the tenderer, deemed to be duly authorised, 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**

..... Rands (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 terms of the conditions of contract identified in the contract data.

Signature .....

Name .....

Capacity .....

**for the tenderer**

(Name and .....

address of

organization) .....

.....

Name and

signature

of witness .....

Date .....

.....

## 2. 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 C1 to C4 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 (2) weeks after receiving a completed copy of this agreement including the schedule of deviation (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within five (5) 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 <b>Employer</b>	.....	
	(Name and address of organisation)	
Name and signature of witness	.....	Date .....

### 3. 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. 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.
3. 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.
4. A tenderers covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

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

By the duly authorized representatives signing this schedule of deviations, 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.

<b>C1.2: CONTRACT DATA (PART 1)</b>
-------------------------------------

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

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

**PART 1: DATA PROVIDED BY THE EMPLOYER**

Clause	Description
1.1.1.13	The Defect Liability Period is 12 months
1.1.1.15	The Employer is the <b>CAPE AGULHAS MUNICIPALITY</b> .
1.1.1.26	The Pricing Strategy is a re-measurement Contract
1.2.1.2	<p>The Employer's address for receipt of communications and notices is:</p> <p>Contact Person: Mr. Myburgh Briers</p> <p>Telephone: (028) 425 5500                      Facsimile: (028) 425 1019</p> <p><b>Address (Postal): PO BOX 51                      Address (Physical):</b>  <b>Bredasdorp                      1 Dirkie Uys Street</b>  <b>7280                      Bredasdorp</b>  <b>7280</b></p>
5.3.1	<p>The documentation required before commencement with Works' execution are:</p> <ol style="list-style-type: none"> <li>1) Health and Safety Plan (Refer to Clause 4.3)</li> <li>2) Initial programme (Refer to Clause 5.6)</li> <li>3) Security (Refer to Clause 6.2)</li> <li>4) Insurance (Refer to Clause 8.6)</li> <li>5) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)</li> </ol>
5.3.2	The time to submit documentation required before commencement with Works' execution is <b>14 days</b> .
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> <li>1) All gazetted public holidays falling outside the year end break.</li> <li>2) The year-end break in accordance with the dates recommended by SAFCEC.</li> </ol>
5.13.1	The penalty for failing to complete the Works is <b>R 500 per calendar day</b> .

5.16.3	The latent defect period is <b>10 years</b> .
6.5.1.2.3	The maximum percentage allowance to cover overhead charges is <b>15%</b>
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is <b>80%</b> .
6.10.3	The percentage retention shall be ten per cent (10%) of payments due up to the "Limit of retention money" which shall be five per cent (5%) of the Contract Price, excluding Value Added Tax and will be payable 3 months after completion of the project.
8.6.1.1.2	The value of Plant and material supplied by the Employer to be included in the insurance sum is <b>R 0.00 (Nil)</b> .
8.6.1.1.3	<del>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is ten percent (10%) of the tender price.</del> N/A
8.6.1.3	The limit of indemnity for the liability insurance required is <b>R 5 000 000</b> .
10.7.1	The determination of disputes shall be by arbitration.

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

Clause	Description						
1.1.1.9	The name of the Contractor is .....						
1.2.1.2	<p>The Contractor's address for receipt of communications and notices is:</p> <p>Telephone: ..... Facsimile: .....</p> <p>E-mail : .....</p> <p>Address (Postal) : ..... Address (Physical) : .....</p> <p>.....</p> <p>.....</p>						
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <table border="1"> <thead> <tr> <th>Type of security (Value Added Tax is included in the Contract Sum)</th><th>Contractor's choice. Indicate "Yes" or "No"</th></tr> </thead> <tbody> <tr> <td>Performance guarantee of <b>10%</b> of the Contract Sum</td><td></td></tr> <tr> <td>Retention of <b>10%</b> of the value of the Works</td><td></td></tr> </tbody> </table>	Type of security (Value Added Tax is included in the Contract Sum)	Contractor's choice. Indicate "Yes" or "No"	Performance guarantee of <b>10%</b> of the Contract Sum		Retention of <b>10%</b> of the value of the Works	
Type of security (Value Added Tax is included in the Contract Sum)	Contractor's choice. Indicate "Yes" or "No"						
Performance guarantee of <b>10%</b> of the Contract Sum							
Retention of <b>10%</b> of the value of the Works							

**C1.3: FORM OF GUARANTEE (PRO FORMA)**

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

**GUARANTOR DETAILS AND DEFINITIONS**

"Guarantor" means: .....

"Physical address: .....

"Employer" means: CAPE AGULHAS MUNICIPALITY .....

"Contractor" means: .....

"Engineer" means: .....

"Works" means: Contract No. ....

"Site" means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract .....

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The accepted amount inclusive of tax of R .....

Amount in words: .....

"Guaranteed Sum" means: The maximum aggregate amount of R .....

Amount in words: .....

"Expiry Date" means: The date of issue by the Engineer of the Certificate of Completion of the Works .....

**CONTRACT DETAILS**

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

**PERFORMANCE GUARANTEE**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:

- 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
- 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.

11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at .....

Date .....

Guarantor's signatory (1) .....

Capacity .....

Guarantor's signatory (2) .....

Capacity .....

Witness signatory (1) .....

Witness signatory (2)

**CAPE AGULHAS MUNICIPALITY**  
**SUPPLY & INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON**  
**RESORT**

**CONTRACT NO. Q6/2024/25**

<b>PART C2: PRICING DATA</b>
------------------------------

- C2.1      Pricing Instructions**
- C2.2      Bills of Quantities**
- C2.3      Daywork Schedule**

## 2.1: PRICING INSTRUCTIONS

### PREAMBLE TO THE BILLS OF QUANTITIES

- 1 For the purposes of this schedule of quantities, the following words shall have the meanings hereby assigned to them.

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.  
 Quantity: The number of units of work for each item.  
 Rate: The payment per unit of work for which the tenderer tenders to do the work.  
 Amount: The product of the quantity and the rate tendered for an item.  
 Lump Sum: An amount tendered for an item, the extent of which is described in the schedule of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

- 2 This schedule of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.
- 3 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the Contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub clause 1209 (a) of the standard specifications.

- 4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc. and for the completed items of work as specified, all in accordance with sub clause 1209 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the schedule of quantities, except in so far as the quantities given in the schedule of quantities are only approximate.

- 5 The tenderer shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the schedule of quantities.

The tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

- 6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary. Attention is directed to the provisions of clause 1220 of the standard specifications regarding the measurements of quantities for payment. Except where specified otherwise than in clause 1220, the nett measurement or mass of the finished work in place shall be taken for payment, and any volume or mass of work in excess of that prescribed, shall be excluded.
- 7 The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the Contractor.
- 8 The statement of quantities of material or the amount of work in the schedule of quantities shall not be regarded as authorization for the Contractor to order material or to execute work. The Contractor shall obtain the Engineer’s detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9 The short descriptions of the payment items in the schedule of quantities are only given to identify the items and to provide specific details. Reference shall, *inter alia*, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item

- 10 The provisions of clause 45 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11 Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding with regard to submitting the tender, and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled schedule of quantities, the rates will be regarded as being correct, and the Employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the schedule of quantities. In such an event the Contractor will be consulted but, failing agreement between the parties, the decision of the Employer shall be final and binding. Adjustment of the tender sum will take place prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12 A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 13 The units of measurement indicated in the schedule of quantities are metric units
- The following abbreviations are used in the schedule of quantities:
- |  |                            |
|--|----------------------------|
| mm = millimetre                            | kg = kilogram              |
| m = metre                                  | t = ton (1000 kg)          |
| km = kilometre                             | No = number                |
| km-pass = kilometre-pass                   | mn = mega Newton           |
| m <sup>2</sup> = square metre              | mn-m = mega Newton-metre   |
| m <sup>2</sup> -pass = square metre pass   | % = per cent               |
| ha = hectare                               | KW = kilowatt              |
| m <sup>3</sup> = cubic metre               | Kn = kilo Newton           |
| m <sup>3</sup> -km = cubic metre kilometre | PC sum = prime cost sum    |
| l = litre                                  | Prov sum = provisional sum |
| kl = kilolitre                             |                            |
- 14 All rates and sums of money quoted in the schedule of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded
- 15 The item numbers appearing in the schedule of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter B refer to payment items described under part B of the project specifications, those with C to payment items described under part C, and so on for further parts of the project specifications

**PRICING SCHEDULE****PLEASE NOTE**

- All bids must be submitted in handwriting and in non-erasable (black or blue) ink on the official forms supplied by the municipality.
- Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- The prices cast must include all installation costs, labour, transport, etc, all related costs of bringing the service to council, without any hidden costs.
- The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
- In the case of the Bidder not being a registered VAT Vendor, both columns (sub-total/total excluding AND including VAT) must reflect the same amount.
- The quantities indicated below are only estimates and might vary during the contract period due to the municipality's operational requirements and available budget. This is only indicated as such for evaluation purposes.
- Please take note that bidders that do not complete the abovementioned pricing schedule, will be considered as submitting a non-responsive bid.
- The Total amount of the RFQ is below R300 000.00 and only one service provider will be appointed upon the approval of the purchase order by the Municipality.

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

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

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

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

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

**Windows**

DESCRIPTION		ESTIMATED QTY	UNIT PRICE (Vat excl)	PRICE
W1	885 x 915 Top Hung Casement 1 Vent with 4mm Clear Float 840 x 575 Vent Size	5		
W2	585 x 905 Top Hung Casement 1 Vent with 6,38mm PVB White translucent 575 x 575 Vent Size	10		
W3	1784 x 1205 Top Hung Casement 2 Vent with 4mm Clear Float 865 x 575 Vent size	4		
W4	900 x 1200 Top Hung Casement 1 Vent with 4mm Clear Float 855 x 575 Vent Size	1		
W5	580 x 905 Top Hung Casement 1 Vent with 4mm Clear Float 570 x 575 Vent Size	1		
SUB TOTAL - <b><u>WINDOWS</u></b>				

**Plaster & Labour**

All existing windows to be removed, new windows fitted and plaster work to be done on window reveals where old windows have been removed. Paint work by separate contractor after cement has cured. All sand, cement and labour to be supplied by aluminium contractor.

DESCRIPTION		ESTIMATED QTY	UNIT PRICE (Vat excl)	PRICE
Lab1	Remove existing windows	21		
Lab 2	Fitment of new windows	21		
Lab 3	Replaster of reveals (inside & outside) Linear Meters	134		
SUB TOTAL - <b><u>PLASTER &amp; LABOUR</u></b>				

**SUMMARY:**

DESCRIPTION	PRICE
SUB TOTAL - WINDOWS	
SUB TOTAL - PLASTER & LABOUR	
SUB TOTAL	
VAT@15%	
TOTAL	

Completion period after official order: \_\_\_\_\_ (days/weeks/months)

Name of bidder ..... Signed .....

<b>DAYWORK SCHEDULE</b>
-------------------------

**C2.2.1 GENERAL**

Tenderers must complete this list which shall be used for the assessment of value of the work which the Engineer instructed in writing that must be done on a day work bases, all in agreement with Clause 37.2 of the General Conditions of Contract for Construction Works 2015. All the rates are fixed and shall be binding until and with the issuing of the final certificate, except for statutory increases, announced from time to time.

**C2.2.2 LABOUR COSTS**

Rates for labour as listed below shall include all the allowances as specified in the General Conditions of Contract for Construction Works 2015. Extra allowance applicable on labour costs listed below, is stated in the Contract Data and must not be included in this list.

Overtime costs attached to this contract shall be paid in the same relation as to that which the employees are actually paid.

Only the net working hours will be measured under Daywork and it will be held that the Contractor has made provision in his rates for possible interruptions and standing time.

DESCRIPTION	UNIT	RATE
Unskilled labour	hour	
Semi-skilled labour	hour	
Ganger	hour	
Foreman/Section leader	hour	

**C2.2.3 EQUIPMENT COSTS**

Full comprehensive hourly rates, which also include the cost of the operators and other equipment, must be listed below. Rates must also include all the costs of consumable items, maintenance, depreciation, tools and all other coincidences that shall be necessary to operate the equipment for the purpose it is designed for. The rates must also include all the overhead costs, profits, site supervision, insurance, holidays with payment, travelling costs (or travelling allowances) and residence allowances of operators and any other allowances that is applicable. No further percentage allowances shall be applicable on equipment. The Tenderer must list under each heading the fabrication and specification of the equipment available.

The Contractor will be paid the actual net cost of plant hired by him for Daywork and in addition will be paid a percentage allowance on the net cost of such hire which allowance will cover the Contractors overhead costs and profit.

**CAPE AGULHAS MUNICIPALITY**  
**SUPPLY & INSTALLATION OF ALUMINIUM WINDOWS AT ARNISTON**  
**RESORT**

**CONTRACT NO. Q10/2024/25**

**PART C3: SCOPE OF WORKS**

**C3.1 Description of the Works**

**C3.2 Engineering**

**C3.3 Procurement**

**C3.4 Construction**

### C3.1: DESCRIPTION OF THE WORKS

#### Top Hung Aluminium Windows:

Wispeco Swift 30,5 Top Hung Casement system fitted with gaskets, fin pile seals, coastal; stainless steel friction hinges, white aluminium window handles, Glass fitted with gaskets and aluminium glazing beads. All windows to be white (DAP055P) powder coated. All holes, cuts and cut-outs to be treated with aluminium passivation. All windows to be wrapped and sealed prior to installation.

#### Float Glass

4mm Clear float glass to be used on all windows in room not specified with safety glass as per SAGGA & NHBRC regulations.

#### Laminated Glass

6.38mm White translucent PVB glass fitted to all bathroom windows in accordance with SAGGA regulations.

#### Glass Certificate

SAGGA Glass Certificate to be issued on completion of project.

DESCRIPTION		ESTIMATED QTY
GL1	Glass Certificate (per Unit)	5

Signed ..... Date .....

Name ..... Position .....

Tenderer.....

## C3.2: ENGINEERING

### C3.2.1 DRAWINGS

<b>C3.3: PROCUREMENT</b>
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**C3.3.1 PREFERENTIAL PROCUREMENT PROCEDURES****C3.3.1.1 Requirements**

Schedule 1H in the Returnable Documents section has to be completed by all tenderers. All proof has to be handed in together with the completed tender.

Tenderers who do not include proof will redeem **no points** for that section.

## C3.4: CONSTRUCTION

C3.4.1.1 PART A: STANDARD SPECIFICATIONS

C3.4.1.2 PART B: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS (WORKS SPECIFICATIONS)

REFER TO BOQ.

**C3.4.1.1 PART A: STANDARD SPECIFICATIONS**

The following relevant standardised specifications, as listed below, shall form the Standard Specifications and apply to this contract:

**Applicable national and international standards**

- a) For the purpose of this Contract the latest issues of the following Standard Specifications for Civil Engineering Construction, applicable at the date of tender advertisement, shall apply -

Latest SANS 1200

All work carried out, as well as equipment supplied, must fully meet and be in compliance with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations (2014) issued in terms of Section 43 of the Act.

In addition, the latest revisions of the following statutory regulations, laws and obligations as pertaining specifically to any and all electrical work applicable to this specific project are applicable:

- The regulations of the local Supply Authority
- The regulations of the Client, being either Governmental, Municipal, Parastatal or Private
- Local fire regulations

All references to "SABS" specifications shall be read as "SANS" in light of the recent changes by the South African Bureau of Standards. Where a SANS Standard does not exist or if not applicable, the relevant IEC or BS Standard shall be applicable.

- a) In the event of discrepancy between any of the specifications, regulations and codes of practice, the SANS 10142-1 Code of Practice for Wiring of Premises shall take precedence.
- b) The term project specifications appearing in any of the SANS 1200 standardised specifications must be replaced with the terms scope of work.
- c) The variations and additions to the specifications listed in C3.4.1.1 are as shown in PART B C3.4.1.2

**C3.4.1.2 PART B: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS**

Amendments to the standard specifications are included in this Part B: Project Specifications.

- (i) The project specifications form an integral part of the contract documents and supplement the standard specifications.
- (ii) In the event of any discrepancy between the project specifications and a part of the standard specifications, the schedule of quantities, or the drawings, the project specifications shall take precedence.
- (iii) The standard specifications, which form part of this contract, may cover items not applicable to this particular contract and should be clarified with the Engineer if discrepancies are obvious.

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or methods of construction and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

Followed by the variations and additions to the standard specifications listed in C3.4