

TENDER DOCUMENT

TENDER NO: SBM 18/22/23
**DESCRIPTION: DESIGN, MANUFACTURE AND DELIVERY OF MOBILE BATHROOM
 AND MOBILE TOILET UNITS FOR A PERIOD ENDING 30 JUNE 2025.**

CLOSING DATE: 17 MARCH 2023

CLOSING TIME: 12h00

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
 VREDENBURG
 7380

A tender posted (at sender's risk) to THE MUNICIPAL MANAGER, SALDANHA BAY MUNICIPALITY, PRIVATE BAG X12, VREDENBURG, 7380 in good time so as to reach the Municipal Manager before the above-mentioned closing date, may be accepted on condition that it is placed in the TENDER box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such tenders are in fact lodged in the tender box.

OR

DEPOSITED IN THE TENDER BOX SITUATED AT *(STREET ADDRESS)*

Finance Department
 Buller / Investment Centre
 15 Main Road
 Ground Floor
 VREDENBURG

NB: TENDERS must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

TENDERER	
NAME OF TENDERER	
ADDRESS	
TEL NO*	

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EMAIL FOR CORRESPONDENCE*	
CSD DATABASE REG NO*	

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Viandro van Wyk

Tel: 022 701 7168

Fax: 022 719 1024

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person: Mr. G. Beneke

Tel: 022 701 6942

Email: gert.beneke@sbm.gov.za

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CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified

PLEASE TICK BOX ☒ THE LEFT

- ☐ Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- ☐ Company registration forms.
- ☐ Certified copy of bidders municipal account.
- ☐ Registration with professional body (If applicable).
- ☐ Samples Provided (If applicable).
- ☐ All relevant sections complete and signed, and all pages of tender document initialed by authorized signatory.
- ☐ Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization.
- ☐ Original or Originally Certified copy of a valid SANAS approved B-BBEE certificate or a valid B-BBEE affidavit.
- ☐ Tax-compliant status on CSD.

DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

.....
Name

.....
Signature

.....
Date

.....
Capacity

.....
Name of Firm

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SECTION 1.1 ADVERTISEMENT

MUNISIPALITEIT SALDANHABAAI

TENDER: SBM 18/22/23

**BESKRYWING: ONTWERP, VERVAARDIGING EN
LEWERING VAN MOBIELE BADKAMER - EN
MOBIELE TOILETEENHEDE VIR 'N PERIODE WAT
EINDIG 30 JUNIE 2025.**

Tender dokumente is beskikbaar vir aflaai op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik opgetel word by Mnr. Christo de Bruyn, Hoofstraat 15, Buller/Beleggingsentrum, Vredenburg vanaf **Maandag, 20 Februarie 2023.**

Indien tenders opgetel word, moet 'n nie-terugbetaalbare tender deposito van R172.50 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.

Navrae kan gerig word aan Mnr. Gert Beneke
E-pos : gert.beneke@sbm.gov.za

Tenders moet in die tenderbus by die Buller/Beleggingsentrum, Grond Vloer, Hoofstraat 15, Vredenburg, geplaas word voor **12:00 op Vrydag, 17 Maart 2023** en moet in 'n geseëde kovert wees waarop daar aan die buitekant duidelik gemerk is die bogenoemde tender nommer en beskrywing.

'n Verpligte inligtingsessie sal plaasvind in die Munisipale Raadsaal, geleë te Hoofstraat 12, Vredenburg op **Dinsdag, 28 Februarie 2023 stiptelik om 10:00. Geen grasie periode sal toegelaat word nie.**

Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie.

Die **80/20** voorkeur puntestelsel soos vervat in die Voorkeur Verkrygingsbeleid soos goedgekeur deur die Raad op 19 Januarie 2023, R5/1-23, sal toegepas word gedurende evaluering van die tender.

'n Geldige inkomstebelasting uitklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr. H.F. Mettler
MUNISIPALE BESTUURDER
Munisipaliteit Saldanhabaai
Privaatsak X 12
VREDENBURG
7380

SALDANHA BAY MUNICIPALITY

TENDER: SBM 18/22/23

**DESCRIPTION: DESIGN, MANUFACTURE AND
DELIVERY OF MOBILE BATHROOM AND MOBILE
TOILET UNITS FOR A PERIOD ENDING 30 JUNE
2025.**

Tender documents can be downloaded from the e-Tender publication portal at www.etenders.gov.za or alternatively can be collected from Mr. Christo de Bruyn, 15 Main Road, Buller/Investment Centre, Vredenburg from **Monday, 20 February 2023.**

If tenders are collected, a non-refundable tender deposit of R172.50 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.

Enquiries can be directed to Mr. Gert Beneke
Email: gert.beneke@sbm.gov.za

Tenders must be placed in the tender box of the Buller/Investment Centre, Ground Floor, 15 Main Road, Vredenburg, before **12:00 on Friday, 17 March 2023** in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.

A compulsory information session (clarification meeting) will take place at the Municipal Council Chambers, situated at 12 Main Road, Vredenburg on **Tuesday, 28 February 2023 promptly at 10:00. No grace period will be allowed.**

The tenders shall be opened in public after the closing hour. Any or the lowest tender will not necessarily be accepted.

The 80/20 preference point system, as contained in the Preferential Procurement Policy adopted by Council on 19 January 2023, R5/1-23, will be applied during the evaluation of the tender.

A valid tax clearance certificate, from the South African Revenue Services, must be supplied with the tender document, and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H.F. Mettler
MUNICIPAL MANAGER
Saldanha Bay Municipality
Private Bag X 12
VREDENBURG
7380

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SECTION 1.2

TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

1.2.3 Validity Period

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

1.2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into Saldanha Bay Municipality's bank account payable to the Saldanha Bay Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

1.2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

1.2.6 Completion of Tender Documents

(a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender.

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- (b) Tender documents may not be retyped.
- (c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- (d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.
- (e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.
- (f) The bidder must verify regularly on E-tender and our website whether there are any addendums before submission and addendums must be submitted with the tender document.

1.2.7 Compulsory Documentation

1.2.7.1 Income Tax Clearance Certificate

- (a) A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Supplier Database and are Tax compliant. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order.

1.2.7.2 Construction Industry Development Board (CIDB)

When applicable, a certified copy of the bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

1.2.7.3 Municipal Rates, Taxes and Charges

- (a) A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

1.2.8 Authorized Signatory

- (a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.

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(b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

1.2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.

1.2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

1.2.11 Quantities of Specific Items

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

1.2.12 Submission of Tender

(a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be

- placed in the **tender box at the Ground Floor in the Buller / Investment Centre, 15 Main Road, Vredenburg by not later than 12:00 on the specified closing date.**

(b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.13 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

1.2.14 Contact with Municipality after Tender Closure Date

Bidders shall not contact the Saldanha Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.

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If a bidder wishes to bring additional information to the notice of the Saldanha Bay Municipality, it should do so in writing to the Saldanha Bay Municipality. Any effort by the firm to influence the Saldanha Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

1.2.15 Opening, Recording and Publications of Tenders Received

(a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.

(b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

1.2.16 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

1.2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the PREFERENTIAL PROCUREMENT POLICY adopted by Council on 19 January 2023, R5/1-23 as well as the Municipality's Supply Chain Management Policy.

1.2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. **The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.**

1.2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

1.2.20 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

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1.2.21 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

1.2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Viandro van Wyk, Tel: 022 701 7168 or e-mail viandro.vanwyk@sbm.gov.za Enquiries regarding the specifications may be addressed to Mr. Gert Beneke, Tel: 022 701 6942 or email at. gert.beneke@sbm.gov.za

1.2.23 Intellectual Property Ownership

The tenderer / Contractor agrees to tender and perform the mutually agreed services as stipulated in the tender and any amendments thereto on the basis that the Tenderer / Contractor (T/C) hereby assigns to SBM all rights, including, without implication, copyrights, patents, trademark rights, and any other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential information or trade secrets. (i) Developed or created by the T/C, solely or jointly with others during the course of performing work for or on behalf of SBM.

(ii) That the T/C conceives, develops, discovers or makes in whole or in part during the T/C employment by SBM that relate to the business of SBM.

If, notwithstanding the foregoing, the T/C for any reasons retains any right, title or interest in or relating to any Work Product, the T/C agrees promptly to assign, in writing and without any requirement of further consideration, all such right, title and interest to SBM. Upon request of SBM at any time during or after the Employment Period, the T/C will take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to evidence, perfect, record or otherwise give full and proper effect to any assignments of rights under or pursuant to this tender. The T/C will promptly disclose to SBM any such work product in writing.

1.2.24 Waste Management

All tenderers need to ensure correct waste provisions are in place during the project period, and that the construction area is cleaned of all waste after completion to ensure that the environment is not polluted in any way.

Waste should be disposed of at a registered Landfill Site or Municipal drop off facility, documented proof (safe disposal certificates) need to be submitted before final payment will be processed. Contractors should make use of skips or any other temporary containers to store their waste during the construction process to avoid windblown litter and to comply with Municipal Regulations.

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All technical departments/ project managers/ consultants appointed by Saldanha Bay Municipality should make waste management a compulsory item to discuss and monitor during construction meetings.

The Municipality will enforce penalties if adequate waste provisions are not in place during construction period or if waste is not disposed of in a legal manner du-ring or after construction period, please refer to below sections of the Municipal By-laws:

Section 21 (1): Plans and inspections: “An owner or occupier or any person responsible for the submission of building plans for a new building or an alteration

to an existing building must include therein the manner in which building waste will be handled.”

Section 21 (2): “An authorised official of the Municipality must inspect and verify that the waste arrangements contemplated in subsection (1) were followed and all building waste disposed of as part of the final municipal sign-off of the building activities.”

Section 22 (1): Generation and Storage: “Notwithstanding the waste arrangements contemplated in section 21, the owner or occupier of premises on which building waste is generated or the person engaged in any activity which causes such waste to be generated, must ensure that-

- (a) All building waste and the containers used for the storage thereof is kept on the premises on which the building waste is generated;
- (b) The premises on which the building waste is generated does not become unsightly or cause a nuisance as a result of accumulated building waste;
- (c) Any building waste which is blown off the premises, is promptly retrieved.”

Section 22 (2): “Upon written request and subject to conditions as it may determine the municipality may approve the use of a bulk container placed on verge for a specified duration.”

Section 22 (3): “The Municipality may instruct an owner or occupier of premises on which building waste is generated or person engaged in any activity which causes such waste to be generated to make use of special containers to dispose of it and will determine a tariff for the use of such containers should these be provided by the Municipality.”

Section 23 (1): Removal and Disposal: “The owner or occupier of premises on which building waste is generated or the person engaged in any activity which causes such waste to be generated, must ensure that all building waste is removed and disposed of continuously during construction so as to prevent unnecessary accumulation of such waste.”

Section 23 (2): “Building waste must be disposed of at a waste handling or waste disposal facility determined by the Municipality.”

Please ensure compliance to all regulations and by-laws of Saldanha Bay Municipality.

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1.2.25 Submission of Invoices:

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:

- The words "TAX INVOICE" in a prominent place;
- Name, address and VAT registration number of the supplier;
- The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;
- The Saldanha Bay Municipality VAT registration number: 41001113150;
- Unique VAT invoice number and date of issue;
- Accurate description of goods and/or services;
- Quantity or volume of goods or services supplied; and
- Price and VAT amount and percentage (%).

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company

PRINT NAME

SIGNATURE

DATE

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SECTION 1.3

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 supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
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.

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- 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 supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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.

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.

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- 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 in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk.

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Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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 destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

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 in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;

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- (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 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 in SCC, the supplier may be required to provide any or all 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 in SCC.

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- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, 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 in SCC.
- 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 in SCC.

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

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 these contracts 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.

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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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 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 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the 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.

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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 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 intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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.

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

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years.

The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

- 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

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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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 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.

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.

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30. Applicable law

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

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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

- 34.1 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 (or bid rigging).
- 34.2 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 the Competition Act No. 89 of 1998.

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- 34.3 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.

SECTION 2.1

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SALDANHA
BAY MUNICIPALITY.

BID NUMBER: SBM 18/22/23 **CLOSING DATE:** 17 MARCH 2023 **CLOSING TIME:** 12:00

**DESCRIPTION: DESIGN, MANUFACTURE AND DELIVERY OF MOBILE
BATHROOM AND MOBILE TOILET UNITS FOR A PERIOD ENDING 30 JUNE
2025.**

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7.1).

BID DOCUMENTS MAY BE POSTED TO:

Private Bag X12
Vredenburg
Western Cape
7380

OR DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

Finance Department
15 Main Road
Buller/ Investment Centre
Ground Floor
Vredenburg

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

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

THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE..... NUMBER.....

CELLPHONE NUMBER.....

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EMAIL ADDRESS.....

FACSIMILE NUMBER

CODE..... NUMBER.....

VAT REGISTRATION NUMBER

HAS A TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)? **YES / NO**

HAS A SANAS APPROVED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR B-BBEE AFFIDAVIT BEEN SUBMITTED? (MBD 6.1)

YES / NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR.....☐

A REGISTERED AUDITOR☐
[TICK APPLICABLE BOX]

(A SANAS APPROVED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR B-BBEE AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES OFFERED BY YOU? **YES / NO**

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER.....

DATE.....

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

TOTAL BID PRICE

TOTAL NUMBER OF ITEMS OFFERED.....
(IF APPLICABLE) (IF APPLICABLE)

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Viandro van Wyk

Tel: 022 701 7168

Fax: 022 714 1028

Email address: viandro.vanwyk@sbm.gov.za

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TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet these requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each part must submit a separate Tax Clearance Certificate.
- 4 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 5 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholder's members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

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

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

3.9.1 If yes, furnish particulars

.....

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

YES / NO

3.10.1 If yes, furnish particulars

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES / NO

3.11.1 If yes, furnish particulars

.....

3.12 Are any of the company's directors, trustees, managers, Principle shareholders or stakeholders in service of the state?

YES / NO

3.12.1 If yes, furnish particulars.

.....

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

YES / NO

3.13.1 If yes, furnish particulars.

.....

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3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.

YES / NO

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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SECTION 3.2**MBD 6.1****PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM**

This preference form must form part of all tenders 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, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL.

1. GENERAL CONDITIONS**1.1 The following preference point system is applicable to invitations to tender:**

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

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 (B-BBEE status level contribution and Locality).

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

	POINTS
PRICE	80
SPECIFIC GOALS	20 (10 BBBEE and 10 Locality)
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

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.**1.4.1 B-BBEE**

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), 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.

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1.4.2 LOCALITY

Failure on the part of tenderer to submit the following:

- where the tenderer is the owner of the property / business:
 - municipal account registered in the name of the tenderer not older than 3 months;
- where the tenderer is not the owner of the property / business:
 - a valid lease agreement; or
 - affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost not older than 3 months.
- Where the tenderer submitted incorrect or outdated information (account, lease agreement or affidavit) or none of the above, it will be interpreted to mean that preference points for Locality are not claimed.

- 1.5 The municipality 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 municipality.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“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;
- (e) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **“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
- (h) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

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3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

4.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

In terms of the Preferential Procurement policy of Council section 5(2) and 7(2), 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 and 2 below as may be supported by proof/ documentation stated in the conditions of this tender:

Initial_____

5.1 B-BBEE

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

5.2 LOCALITY

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Saldanha Bay Municipality	10
Within the boundaries of the West Coast District	5
Within the boundaries of the Western Cape	2
Outside the boundaries of the Western Cape or failure to provide proof	0

6. DECLARATION

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

6.1 B-BEE-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

B-BBEE Status Level of Contribution: _____ (maximum of 10 points)

6.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2

LOCALITY: _____ (maximum of 10 points)

7. DECLARATION WITH REGARD TO COMPANY / FIRM

7.1 Name of company / firm: _____

7.2 Company registration number: _____

7.3 VAT registration number: _____

7.4 Type of company / firm:

☐ Partnership / Joint Venture / Consortium

Initial _____

- ☐ One-person business / sole propriety
 - ☐ Close Corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

7.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Street address of business:

Registered municipal account number: _____

7.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 5, 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

Initial _____

- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

Initial_____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person 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 ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register, enter the National Treasury's website, www.treasury.gov.za, 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).	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

Initial _____

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) CERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND
CORRECT.**

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

Signature

Date

Position

Name of Tenderer

Initial_____

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
--	-------------------------------------	------------------------------------

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 12 Directors, a schedule with addresses must also be attached to the tender document.

Director 1 Address:Mr. / Mrs _____

Director 2 Address:Mr. / Mrs _____

Director 3 Address:Mr. / Mrs _____

Director 4 Address:Mr. / Mrs _____

Director 5 Address:Mr. / Mrs _____

Director 6 Address:Mr. / Mrs _____

Director 7 Address:Mr. / Mrs _____

Director 8 Address:Mr. / Mrs _____

Director 9 Address:Mr. / Mrs _____

Director 10 Address:Mr. / Mrs _____

Director 11 Address:Mr. / Mrs _____

Director 12 Address:Mr. / Mrs _____

Initial _____

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. Cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid.

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

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

Initial_____

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

- (a) Has been requested to submit a bid in response to this bid invitation;
- (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

Initial _____

- (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) Prices;
 - (b) Geographical area where product or service will be rendered (market allocation)
 - (c) Methods, factors or formulas 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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder (Company)

Initial_____

SECTION 4.1

Central Supplier Database (CSD)

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mr. A. Plaatjies at 022-701 6866.

CSD registration number (if registered):

Initial_____

SECTION 4.2**SPECIAL CONDITIONS OF CONTRACT**

1. Par 1.2.6(e) supersedes Par 1.25 of the GCC relating to tender documents must be completed in handwriting.

Initial_____

SECTION 4.3

DETAILED SPECIFICATIONS

COMPULSORY TO SIGN IF TENDERER AGREES

IMPORTANT NOTICE AND CHECK LIST FOR TENDERERS		
DESCRIPTION	ACTION	SIGNATURE
1. It is compulsory to attach <u>all</u> documentation, as requested, to the Tender.	Attach	
2. All documents must be attached after the annexure pages at the end of the document as requested.	Confirm & Comply	
3. No price adjustments will be approved after tender award. The tender price must include all unforeseen material, labour and consumables.	Attach	
4. Proof to be provided that the person completing the Tender form is employed by the company and duly authorised to tender on its behalf. (Attach Original Document).	Comply & Attach	
5. Tenderer to ensure that samples are delivered prior to the closing hour of the tender as stated in the compulsory requirements.	Comply & Deliver	
6. The sample and the delivered products must comply to the compulsory minimum specifications.	Comply	
7. The price will be fixed per annum as per contract pricing schedule and no price adjustments will be accepted.	Accept	
8. Contract duration: The contract period will be as per pricing schedule.	Accept	
9. No price and specification adjustments will be approved after tender closure.	Accept	
10. Tenders will be evaluated per item.	Take Note	
11. It is compulsory to confirm "yes" or "no" on all line items in the specifications schedule. Blank spaces will be regarded as "no".	Comply	
12. It is compulsory to comply to all the minimum specifications. All specifications included is compulsory compliance items. Failure to comply will render the tender non-responsive.	Comply	
13. A COMPULSORY SITE MEETING WILL TAKE PLACE ON 28 FEBRUARY 2023 @ 10H00 at the Municipal Council Chamber, 12 Main Road, Vredenburg. It is compulsory to attend the meeting and sign the attendance register. Failure to attend the meeting will render the tender non-responsive. <u>No grace period will be allowed for tenderers arriving late.</u>	Attend and sign register	

It is compulsory to comply towards all sections of above-mentioned Notice and Check list

Initial _____

DETAILED SPECIFICATIONS

Project Specification

Item 1: Manufacturing and delivery of mobile bathroom facilities

Bathroom Unit:

A bathroom unit consists of:

- Main frame structure
- 1 x Toilet and cistern
- 1 x Basin
- 1 x Shower unit
- 1 x Grey water tank
- 1 x Door
- 1 x Hand Pump
- Sewer line network
- Water line network

TWO - UNIT **AND** FOUR - UNIT BATHROOM FACILITIES WILL BE APPLICABLE FOR THIS TENDER

Scope of Work:

The works proposed under this contract requires the manufacture and delivery of mobile bathroom facilities. The scope of the work to be carried out by the Contractor shall include, but not be limited to, the following items of work as indicated on the attached drawings/specifications:

- Setting out of the works
- Manufacture of outside frame and covering
- Manufacture of segments and compartments
- Installation of toilets, basins, showers and shower trays
- Installation of grey water re-usable water system and hand pumps
- Installation of water and sewer systems
- Pipe work for the removal of sewer, clear water and grey water connected to the toilet
- All relevant plumbing for removal of grey water
- Install taps, shower head, plumbing and fittings for hot and cold water

Initial_____

Item 2: Manufacturing and delivery of Communal Mobile Toilets

Communal Toilet Units consist of:

- a) 10 toilets included in one structure
- b) Main frame structure
- c) 10 x Toilet pedestals/pots
- d) 10 x Cisterns and down pipes as per specifications
- e) 10 x Doors
- f) Sewer line network
- g) Water line network

The toilets unit must be a communal type of design with 10 toilet cubicles in a communal unit and should not exceed a length of 5 meters in length.

Scope of Work:

The works proposed under this contract requires the manufacture and delivery of mobile toilet facilities. The scope of the work to be carried out by the Contractor shall include, but not be limited to, the following items of work as indicated on the attached drawings/specifications:

- a) Setting out of the works
- b) Manufacture of outside frame and covering
- c) Manufacture of segments and compartments
- d) Installation of toilets, flush units and all ancillaries
- e) Installation of water and sewer systems
- f) Install outside basins with plumbing for taps and grey water pipes connected to the sewer line

General specifications for ALL ITEMS, 1 AND 2

	<u>Comply Yes/No</u>
The tenderer is accountable to ensure that the sample and delivered product complies to the specifications and provided drawings. Structure sizes are noted as a guideline on the provided municipal drawings, however, the maximum sizes in the specifications may not be exceeded. Outside measurements may not exceed the minimum requirements. The layout should include all the minimum equipment and pipe work and the layout as per suggested drawings and must be practical to accommodate all pipe work behind false panels. The onus remains with the tenderer to verify any uncertainty with the municipal contact person in order to comply to all requirements not specifically specified in the tender document. Non-compliant items will not be accepted with cost to comply for the account of the tenderer. Municipal Contact Person: G. Beneke Telephone number: 022 701 6942	
It is the responsibility of the tenderer to ensure that all unforeseen labour, delivery and material costs are included in the tender price. No additional payment will be authorized for unforeseen work and material.	

Initial _____

Location of Manufacturing**Comply**
Yes/No

Manufacturing will be executed at a depot fully equipped for construction work, including equipment and qualified staff.	
Rain delays will not be applicable – the contractor to ensure that work can proceed in all weather conditions by providing adequate covered areas.	

Depot inspection**Comply**
Yes/No

The municipal contract manager will inspect the depot of manufacturing during the contract period to ensure compliance to the minimum compulsory specifications. The following will be verified: Adequate equipment for the project requirements; Sufficient staff; Qualified artisans and said certification; Quality control of manufacture.	
The specification sheet in this tender document will serve as a quality control document and signed off by the municipal contract manager.	

Inspection during construction**Comply**
Yes/No

It is compulsory that the municipal representative inspect the construction process in two phases. (20% and 80% complete) – It remains the responsibility of the successful tenderer to make prior arrangements with the municipality to conduct inspections. If the premises of construction are outside the boundaries of the Western Cape, the tenderer shall provide transport and one-night accommodation. These expenses must be included in the tender price.	
--	--

Address of manufacturer**Comply**
Yes/No

It is compulsory to note the details of depot of manufacture below:	
Depot of manufacture:	
Contact Person:	
Contact number:.....	

QUALIFIED ARTISANS
Yes/No**Comply**

At least one qualified and/or coded welder/boilermaker/pattern maker must be on-site during the construction process. It is compulsory to attach red seal trade test certificate and/or coded welder/boiler maker/pattern maker certification to the tender document.	
--	--

Initial_____

Material supply**Comply**
Yes/No

All material, labour and delivery costs to be utilized for the manufacture will be for the account of the tenderer.	
Take note that unforeseen items <u>not noted in the tender document</u> will be <u>for the account</u> of the tenderer and must be budgeted for during pricing. No price adjustments will be accepted after tender award. Tenderers must therefore thoroughly scrutinize drawings and samples to ensure all additional material, paint and consumables needed are included in the tender price	

CONTRACT PERIOD**Comply**
Yes/No

This contract is for the provision of units for the period ending as per pricing schedule. The tenderers must allow in the fixed price per annum for any increased costs, which he may encounter during the contract period as stated in the pricing schedule. The tenderer is bound by the tender price per annum and no additional payments will be approved.	
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ESTIMATED QUANTITIES (BATHROOM AND TOILET UNITS)**Comply**
Yes/No

DUE TO THE URGENCY OF THE PURCHASES, IT WILL BE COMPULSORY FOR THE TENDERER TO DELIVER COMPLETED UNITS AS FOLLOWS AFTER RECEPTION OF ORDER: The complete unit must be delivered within 30 days (including weekends and public holidays) after reception of order.	
ESTIMATED UNITS DURING THE CONTRACT PERIOD: <u>BATHROOM UNITS:</u> An estimated quantity of 5 units per annum for the duration of the contract. <u>TOILET FACILITIES:</u> An estimated quantity of 5 units per annum for the duration of the contract.	
The Municipality reserves the right to alter the quantity of units without prejudice, including none subjected to the available budget. The estimation is only a guideline.	
TENDERERS ARE REQUIRED TO TAKE UTMOST CARE TO ENSURE COMPLIANCE TO THE CAPACITY FOR DELIVERED QUANTITIES AND THE TIME FRAME REQUIRED. FAILURE TO DELIVER THE QUANTITIES REQUIRED WILL RESULT IN PENALTIES AND POSSIBLE CANCELLATION OF THE CONTRACT. THE TENDERER WHOM FAILED TO DELIVER WILL BE LISTED ON THE REGISTER FOR TENDER DEFAULTERS AND BE HELD ACCOUNTABLE FOR ADDITIONAL EXPENSES INCURRED BY THE MUNICIPALITY AFTER DUE PROCESSES HAVE BEEN FOLLOWED.	

Initial _____

PENALTIES**Comply**
Yes/No

Failing of completion of the work or failing to deliver the minimum quantities within the period as stipulated above will result in penalties and possible cancellation of the contract. The penalties will be charged at R1000.00 per day for every day the minimum items are delivered after the minimum period.	
---	--

PAYMENT SCHEDULE**Comply**
Yes/No

Payments will only be authorized after the total requested minimum quantity per order has been delivered.	
---	--

LEAK TESTS**Comply**
Yes/No

<u>Leak tests</u> Pressure test all plumbing and check for leaks. Connect high pressure cold and hot water pipes (where applicable), apply a minimum pressure of 5 Bar for minimum 60 minutes and check for leaks. Check pressure pipes and water drainpipes for leaks. The municipality will execute leak tests on delivery. Cost to comply will be for the account of the tenderer. A leak test certificate must be provided and signed off by a qualified and accredited plumber	
--	--

GUARANTEE**Comply**
Yes/No

A 12-month guarantee period from date of delivery on material and craftsmanship and parts will be applicable. Defects related to craftsmanship and parts shall be repaired by the tenderer within this period. Failure to attend to defects within this period will result in a non-compliance which will reflect negatively on future contracts with organs of state. Each unit to have individual serial numbers affixed by the tenderer. The guarantee period will be linked to individual serial numbers delivered. All serial numbers must reflect on invoices.	
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PAINT SPECIFICATIONS**Comply**
Yes/NO

The outside panels must be painted with two coats corrosion resistant primer and two coats <u>enamel</u> or 100% Acrylic paint top layers. Attach specifications of paint. The colour will be confirmed as per requirement.	
All paint work applied by means of compressor and spray gun.	
Standards and Defective Work: All work must conform to the latest "SABS Code of Practice" requirements. Any adulteration of the paint, incorrect mixing, thinning and faulty application will be considered to be defective work, and this shall be re-done at the contractor's expense. All paint failures such as blistering, cracking, flaking, chalking and failure to dry will be rectified.	
Film Thicknesses and Testing: All paint shall be applied to an acceptable dry film thickness so that the complete work is properly covered in all areas. Film thicknesses shall be generally as specified by the manufacturer and, if any doubts exist, then the paint thickness shall be tested to assess its suitability and cover.	

Initial _____

CONTRACT/TENDER DOCUMENTS**Comply**
Yes/No

The tenderers are required to acquaint themselves with the contents of the aforesaid documents, list of materials, drawings / specifications and all relevant sections in full. It is compulsory to note prices in all applicable blocks on the pricing schedule and add correctly to determine the end total.	
The tenderers are required to check the number of pages and should any be found to be missing it will render the tender non-responsive	
No alterations, erasures or additions of any kind shall be made by the tenderers in, from or to any part of these specifications	

VERIFICATION OF SPECIFICATIONS PRIOR TO MANUFACTURE**Comply**
Yes/No

<u>After award of the tender and prior to manufacture, the tenderer will liaise with the municipal project manager in order to verify all specifications, layout, maximum measurements, drawings, paint color and other technical specifications. An agreement document will be compiled, signed by both parties. No payment will be approved unless the agreement is submitted with the invoice.</u>	
Tenderers may liaise with the project manager in order to confirm and clarify all specifications prior or during the manufacture of the sample.	

CONSTRUCTION SPECIFICATIONS**Comply**
Yes/No

All steel sections and sheeting shall be galvanised. No welding work will be accepted after galvanising. Main sections must be bolted together – all holes drilled prior to galvanising	
A false panel erected which will hide the Cistern, water pipes, plumbing, sewer line, grey water storage tank where applicable per item 1 and 2. All covered by 1mm galvanised sheeting. The <u>false panel must be removable</u> for maintenance purposes and secured with 6mm hexagon head self-tapping screws	
Bottom main frame of 100X50X2mm rectangular tubing, galvanised	
Galvanised sub frame and panels constructed from 38X38X1.6mm, 32X32X1.6mm and 25X25X1.6mm fully galvanised tubular frame. This will include the main frame, section frames, floor frames and roof frames. Foot pedestals constructed from 50X50mmX 1.6mm galvanised tubular steel. The bottom sub-frame will be constructed from 100X50X2mm rectangular tubing. The manufacture will be exactly as per supplied drawings and no deviations will be accepted	
The frame will be covered by 1mm, galvanised sheeting, painted dark/bottle green on the outside. The sheeting will cover the entire outside frame and doors as well as each individual compartment	
The sub frames will be welded together according to coded welding standards, prior to galvanising, fully galvanised and bolted to the main structure	
The floor will consist of galvanised tubular framework covered with <u>2mm</u> galvanised sheeting. Framework adequately re-enforced to prevent bending of floor sheets.	

Initial _____

CONSTRUCTION SPECIFICATIONS (Continues)**Comply**
Yes/No

Floor clearance to ground minimum 300mm to provide adequate space for shower gulley and flow to top inlet of grey water tank	
All compartment sections will be covered by 1mm, galvanised sheeting. The sheeting will cover the entire section frame on all sides with ventilation openings on the top LH, RH and front sections. The rear section (False panel) will cover from the floor to roof with no ventilation openings. Frame outer sides will be covered with galvanised sheet from top to bottom.	
All sheeting will be fastened to the frame by means of 4mm (pin diameter) rivets. The rivets will be staggered not more than 200mm apart.	
NO WELDING AFTER GALVANISING – HOLES DRILLED PRIOR TO GALVANISING AND PANELS BOLTED TOGETHER	
Drawings of the requested units will be provided on the site meeting	

SAMPLE**Comply**
Yes/NO

<u>A compulsory sample</u> must be delivered to the municipal mechanical workshop prior to the hour of tender closure. Samples submitted after the hour of tender closure will not be accepted	
All cost for the manufacture, delivery and return of samples will be for the account of the tenderer and must be included in the tender price.	
One sample will be suffice for both items.	
The sample must be manufactured as per sample drawing and measurements provided at the site meeting. Minimum one toilet unit with one fitted basin, water supply and drainage must be submitted. A complete bathroom unit or toilet unit will also be accepted.	
The sample will include the following: - Plate covered galvanized structure and frame as per tender specifications - One complete fitted toilet as per specifications - One cistern and down pipe, with threaded male connection to connect to municipal high-pressure water system - 110mm Sewer connection to toilet protruding to the rear to connect to municipal sewer network - One basin tap and drainage as per tender specifications and drawing - Cold water supply pipe as per tender specifications to the toilet and basin 3/4" male threaded fitting to connect to municipal high-pressure water supply supplying the basin and toilet	
Samples must comply to all the minimum structural specifications noted in this document. Samples and the delivered products must be manufactured according to the provided suggested drawings and minimum specifications.	

Initial _____

SAMPLE (continued)**Comply**
Yes/NO

The sample of unsuccessful tenderers is returnable and can be collected by the tenderer 30 days after the award of the tenderer. The sample of the successful tenderer will become the property of the municipality until the first units are delivered as per contract	
The department will evaluate the sample for practical operation and compliance. Failure to comply to the minimum specifications and operational failure will render the tender non-responsive.	
Failure to submit samples before the closing hour of the tender will render the tender non-responsive. No samples will be accepted after the closing hour of the tender. Transport and delivery cost of the samples will be for the account of the tenderer.	

DETAILED SPECIFICATIONS, ITEM 1, MOBILE BATHROOMS**4-UNIT BATHROOM FACILITY: Structure and framework****Comply**
Yes/NO

Four ablution unit included in main frame structure	
Approximate Structure size: Not exceeding 3600(L) X 2500(W) X 2500(H) – at lowest part of roof	
4 X outside open hinged doors manufactured from 25 x 25 x 1.6mm galvanised steel, covered with 1mm galvanised sheeting, painted on the outside. All doors provided with a heavy duty, 12mm lockable barrel bolt on the outside and 10mm barrel bolt on the inside. Hinges fabricated from steel plate and 12mm galvanised bolts with pivot bolt at the bottom	
The structure shall be divided in <u>four</u> compartments with a complete ablution unit for each compartment	
Below, find a summary of compulsory major components inside the ablution facility, included but not limited to: 4 X Toilets with sewer down pipes 4 X Cisterns with down pipes 4 X Complete shower units with shower head, hot and cold-water taps 4 X Complete Hand basins with cold water tap 4 X Hand pump for grey water from storage tank to toilets 4 X Ablution Doors 4 X Grey water storage tank, drain hole and ball valve 1 X Sewer network for toilet water, also connected to grey water overflow 1 X Hot and cold-water supply network <u>A removable false panel which will accommodate cisterns, drain pipes and cold and hot water feed pipes. The false panel must be designed in such a way that access is possible to all components to execute maintenance</u>	
Below, please find a summary of major components outside the ablution facility. Detailed specifications will be explained on the following pages. - 1 X 110mm PVC Sewer line from toilets to the outside of the structure 1 x Water supply and grey water pipe network hidden below the floor	

Initial _____

2-BATHROOM FACILITY: Structure and framework

	<u>Comply</u> <u>Yes/NO</u>
Two ablution unit included in main frame structure	
Approximate Structure size: Not exceeding 2500(L) X 1800(W) X 2500(H) – at lowest part of roof	
2 X outside open hinged doors manufactured from 25 x 25 x 1.6mm galvanised steel, covered with 1mm galvanised sheeting, painted dark/bottle green on the outside. All doors provided with a heavy duty, 12mm lockable barrel bolt on the outside and 10mm barrel bolt on the inside. Hinges fabricated from steel plate and 12mm galvanised bolts with pivot bolt at the bottom	
The structure shall be divided in two compartments with a complete ablution unit for each compartment	
Below, find a summary of compulsory major components inside the ablution facility, included but not limited to: 2 X Toilets with sewer down pipes 2 X Cisterns with down pipes 2 X Complete shower units with shower head, hot and cold-water taps 2 X Complete Hand basins with cold water tap 2 X Hand pump for grey water from storage tank to toilets 2 X Ablution Doors 2 X Grey water storage tank, drain hole and ball valve 1 X Sewer network for toilet water, also connected to grey water overflow 1 X Hot and cold-water supply network <u>A removable false panel which will accommodate cisterns, drain pipes and cold and hot water feed pipes. The false panel must be designed in such a way that access is possible to all components to execute maintenance.</u>	
Below, please find a summary of major components outside the ablution facility. Detailed specifications will be explained on the following pages. - 1 X 110mm PVC Sewer line from toilets to the outside of the structure (SANS approved sewer line) 1 x Water supply and grey water pipe network hidden below the floor	

LEAK FREE LOW FLUSH TOILET:

	<u>Comply</u> <u>Yes/No</u>
<u>P-Pan PTP4 Granite Polymer (Toilet):</u> - Constructed: Polymer plastic or equivalent - Pedestal outlet: 110mm - Pedestal inlet: 78mm - Pedestal and toilet seat constructed: Virgin polymer material or equivalent - Support structure/rim must be made with the pedestal to be bolted down onto the floor - Colour: Granite	
Polymer Toilet seat Contract line + Hinge	

Initial _____

BASIN AND TOILET SEAT:**Comply**
Yes/No

Basin	
- Splashback (Plastic) - Colour: Granite or White - Size: 400mm Width x 360mm Length x 240mm Height - Plumbing as per specifications	
Toilet seat Contract line + Hing Granite	

POLYMER CISTERN SYSTEM:**Comply**
Yes/No

- Cistern Water Volume: Maximum 6Liter of water - Colour: Granite - Flush System: Front flush units - Wall mounted - Inlet Water: ¾" inlet fitting connected to hand pump outlet (Pressure line) - Maximum Size of cistern system: 178mm Width x 432mm Length x 273mm Height - Constructed: Polymer plastic or equivalent - Overflow into the toilet bowl - Adequate opening in false panel for flushing handle	
---	--

SHOWER WITH POLYMER SHOWER TRAY:**Comply**
Yes/No

- Tray Colour: Grey - Order <u>Without Drain hole</u> and fit 40mm shower trap with flow line to grey water tank - Constructed: Polymer plastic or equivalent - Maximum Size: 900mx900mmx100mm high - Curtain on both open sides with aluminium / stainless steel rail. Curtain length to floor of shower tray and must open horizontally, covering the full area.	
Shower sides and back panel must be isolated with 5mm Perspex sheeting and sealed on sides and top of shower tray, preventing any water contact with galvanised sheeting and floor. Perspex affixed to galvanised panels by means of galvanised 6mm flat head bolts and nuts. Bolts cut flush with nuts and smoothed. The rst covered by curtain and rail	

GREY WATER HAND PUMP:**Comply**
Yes/No

Diaphragm hand pump with two-stroke position handle	
Self-priming system with removable clamping ring	
Minimum delivery of 3300 Litres/hour	
Inlet and outlet hose sizes: 25-38mm	
Suction height: Up to 3m	
Delivery height (head): Up to 3m	
Inlet port connected to grey water storage tank	
Outlet connected to cistern inlet	

Initial _____

GREY WATER TANK:**Comply**
Yes/No

1 x 200mm diameter X 1.6m long class 10 blue PVC pipes connected to 40mm PVC downpipes by means of saddles. PVC pipes (Grey water tanks) installed below the false panel, under floor over the width of the structure.	
Installed as low as possible to enable shower water to flow freely into the tank	
Separate grey water tanks for each ablution unit	
Grey water tank must have an overflow connected to the sewer line. Overflow must remove water from the lowest point (Bottom water)	
Grey water tank must have a drain system with open-close valve at the lowest point connected to the sewer line for draining and maintenance purposes	
The hand pump also must subtract grey water from the lowest point of the tank	

SHOWER AND BASIN TAPS:**Comply**
Yes/No

All taps will be non-metal, non-brass.	
Taps must be leak free with 12-month guarantee	
Shower taps must be clearly marked for hot and cold water – hot water on the LH side	
Basin: 1 X Cold water tap only	

COMPULSORY ATTACHMENTS: SPECIFICATIONS AND DRAWINGS**Comply**
Yes/No

It is compulsory to attach specification sheets for the following: - Toilet and cistern	
It is compulsory to submit detailed, one dimensional engineering drawings for Item 1 and Item 2, attached to the tender document. Drawings signed off by an accredited draughtsman / architect.	

DOOR SPECIFICATIONS:**Comply**
Yes/No

Hung doors shall have an adequate clearance and the doors shall open and close without binding at any point.	
All units to be built in square and plumb into base frame fitted to the frame tubular sections, positioned as per drawing	

Initial_____

DETAILED SPECIFICATIONS, ITEM 2, MOBILE TOILET UNITS**Toilet units: Structure and framework****Comply
Yes/NO**

10 TOILETS included in main frame structure	
Approximate Structure size: Not exceeding 5000(L) X 2500(W) X 2400(H) – at lowest part of roof	
Outside open hinged doors manufactured from 25 x 25 x 1.6 mm galvanised steel, covered with 1mm galvanised sheeting, painted dark/bottle green on the outside. All doors provided with a heavy duty, 12mm lockable barrel bolt on the outside and 10mm barrel bolt on the inside. Hinges fabricated from steel plate and 12mm galvanised bolts with pivot bolt at the bottom	
Over the length of the communal unit the toilets will be accommodated in cubicles.	
A false panel must cover all plumbing, water pipes and sewer drain pipes linked to one outlet for municipal sewer connection	
Below, find a summary of compulsory major components for each of the toilet unit, included but not limited to: 10 X Toilets with sewer down pipes 10 X Cisterns and down pipes 10 X Toilet Doors 4 X Outside basins, two on each side - Sewer network linked to all toilets and a single connection for sewer water to municipal network (110mm PVC for sewer lines) - Cold water supply network to all toilets - <u>A removable false panel which will accommodate cisterns, drain pipes and cold and hot water feed pipes. The false panel must be designed in such a way that access is possible to all components to execute maintenance</u>	
Major components outside the toilet facility. Detailed specifications will be explained on the following pages. - 1 X 110mm PVC Sewer line from toilets to the outside of the structure (SANS approved sewer line) - Basin grey water connected to sewer line - 1 x Water supply network to all toilets hidden below the floor and false panel	

LEAK FREE LOW FLUSH TOILET:**Comply
Yes/No**

<u>P-Pan PTP4 Granite Color Polymer Toilet: 10 toilets per unit</u>	
- Constructed: Polymer plastic or equivalent - Pedestal outlet: 110mm - Pedestal inlet: 78mm - Pedestal and toilet seat constructed: Virgin polymer material or equivalent - Support structure/rim must be made with the pedestal to be bolted down onto the floor - Colour: Granite - Fitted with cistern and down pipe. No brass/steel parts are allowed	
Polymer Toilet seat Contract line + Hinge	

Initial _____

OUTSIDE BASINS**Comply**
Yes/No

Four outside basins with cold water tap (Two on each side)	
Plastic / PVC tap fitted to basin	
All plumbing for taps must be joined to a single ¾" male fitting to connect to the municipal high-pressure water supply	
PVC grey water line for all basins must be linked to the sewer line	

DOOR SPECIFICATIONS**Comply**
Yes/No

Hung doors shall have an adequate clearance and the doors shall outwards open and close without binding at any point.	
All units to be built in square and plumb into base frame fitted to the frame tubular sections, positioned as per drawing	
Large barrel bolt outside and small unit inside for internal and external closure	

PLUMBING**Comply**
Yes/No

Minimum 50mm high pressure water supply line connected to minimum 22mm individual feed lines to button operated flush units. All joints must be connected to threaded fittings for removal of flush units	
A 22mm male connection shall be fitted at the high-pressure inlet line in order to connect the system to the municipal water source	
The 110mm sewer removal line must protrude at least 300mm to enable connection to the municipal sewer line.	

SPECIFICATIONS, DRAWINGS AND REQUIREMENTS:**Comply**
Yes/No

It is compulsory for the tenderer to provide detailed specification for the following: - Toilet	
It is compulsory to submit detailed, one dimensional engineering drawings with the <u>tender submission</u> . Drawings signed off by an accredited draughtsman / architect / engineer.	

PREVIOUS EXPERIENCE SCHEDULE AND PHOTOS (ALL ITEMS 1 AND 2)**Comply**
Yes/No

It is compulsory that the tenderer completed at least a minimum of three previously successfully completed projects of steel structure manufacturing in the past three years. It is compulsory to attach proof of award and completion of said contracts and contactable references.	
It is compulsory to attach photos of previous completed projects.	
It is compulsory to complete the schedule below confirming awarded contracts.	

Initial _____

SCHEDULE OF PREVIOUS MANUFACTURING EXPERIENCE
(Compulsory to complete and attach proof)

TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED	CLIENT'S DETAILS <i>(Where work was performed, contact name & phone number)</i>	COMPLETION DATE OF CONTRACT	VALUE OF CONTRACT

Initial_____

Compulsory technical attachments to the tender document (Summary)

	<u>Comply Yes/No</u>
It is compulsory to attach the following documentation, additional to the standard Supply Chain documentation required, to the document behind the Annexure page provided for:	
Photos of completed, manufactured steel structures.	
Award of previous steel structure work	
Specification sheet of toilet	
Red seal / trade test certificate of qualified welder / coded welder / boiler maker / pattern maker certification. (Certified copy)	
Detailed technical drawings of bathroom and ablution units by a qualified draughtsman for: Bathroom units: 2-unit AND 4- units 10-unit toilet facility	

Compulsory technical specifications submitted on delivery (Summary)

It is compulsory to attach all valid documents

It is compulsory to comply to all minimum specifications

It is compulsory to confirm "yes" or "no" on all line items. Blank spaces will be regarded as "no"

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.4

PRICING SCHEDULE

- THE TENDER PRICE IS AN ALL-INCLUSIVE COST. NO ADDITIONAL PAYMENTS WILL BE APPROVED OTHER THAN THE PRICING REFLECTING ON THE ORDER.
- PRICES SHALL REMAIN FIXED PER ANNUM AS PER PRICING SCHEDULE.
- IT IS COMPULSORY TO COMPLETE THE PRICING SCHEDULE INCLUDED IN THIS DOCUMENT IN FULL FOR ALL ITEMS TENDERED FOR.
- IT IS COMPULSORY TO COMPLETE ALL LINE ITEMS OF THE PRICING SCHEDULE TENDERED FOR.
- NO LINE ITEMS MUST BE LEFT BLANK. LINE ITEMS WHERE THE COST IS INCLUDED IN THE TENDER PRICE, MUST BE INDICATED AS "INCLUDED". LINE ITEMS PROVIDED FREE OF CHARGE MUST BE INDICATED WITH "R0.00". IF THESE PRICING INSTRUCTIONS ARE NOT ADHERED TO, THE TENDER WILL BE FOUND NON-RESPONSIVE.
- ALL PRICES ARE **UNIT** PRICES.
- IT IS COMPULSORY TO ADD ALL PRICES TO DETERMINE THE TOTAL.
- DELIVERY EXPENSES MUST BE INCLUDED IN THE TENDER PRICE.

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

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Initial_____

PRICING AND DELIVERY SCHEDULE

(Each page of the pricing schedule must be signed, if not the bid will be disqualified)

ITEM 1
PERIOD ONE
01 MAY 2023 – 30 JUNE 2024

Item		Tender Unit	Unit Price (Each) EXCL VAT
1.1	Manufacturing and delivery of <u>two-unit</u> mobile bathroom facility as per minimum specifications	One (1)	R
1.2	Manufacturing and delivery of <u>four-unit</u> mobile bathroom facility as per minimum specifications	One (1)	R
	SUB TOTAL YEAR ONE: ITEM 1 (VAT EXCLUSIVE)		R

ITEM 1
PERIOD TWO
01 JULY 2024 – 30 JUNE 2025

Item		Tender Unit	Unit Price (Each) EXCL VAT
1.1	Manufacturing and delivery of <u>two-unit</u> mobile bathroom facility as per minimum specifications	One (1)	R
1.2	Manufacturing and delivery of <u>four-unit</u> mobile bathroom facility as per minimum specifications	One (1)	R
	SUB TOTAL YEAR TWO: ITEM 1 (VAT EXCLUSIVE)		R

TOTAL (SUB TOTAL YEAR ONE + SUB TOTAL YEAR TWO)		VAT EXCLUSIVE	R
VAT registration no:	VAT @ 15% (if applicable)		R
GRAND TOTAL: TOTAL YEAR ONE + TOTAL YEAR TWO VAT INCLUSIVE			R

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

.....
NAME OF TENDERER
(THE COMPANY)

Initial_____

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Initial_____

ITEM 2
PERIOD ONE
01 MAY 2023 – 30 JUNE 2024

Item		Tender Unit	<u>Unit Price (Each)</u> EXCL VAT
2	Manufacturing and delivery of <u>10-UNIT</u> mobile toilet facility as per minimum specifications	One (1)	R

ITEM 2
PERIOD TWO
01 JULY 2024 – 30 JUNE 2025

Item		Tender Unit	<u>Unit Price (Each)</u> EXCL VAT
2	Manufacturing and delivery of <u>10-UNIT</u> mobile toilet facility as per minimum specifications	One (1)	R

TOTAL (YEAR ONE + YEAR TWO) VAT EXCLUSIVE		R
VAT registration no:	VAT @ 15% (if applicable)	R
GRAND TOTAL: TOTAL YEAR ONE + TOTAL YEAR TWO VAT INCLUSIVE		R

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

.....
NAME OF TENDERER (THE COMPANY)

Initial_____

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Initial_____

Please note the following regarding the pricing schedule:

- It is compulsory that prices remain fixed per annum as per pricing schedule. Cater for possible labour and material price increases. No additional payments or price adjustments other than the annual price per item, as per pricing schedule, will be authorized.
- Take note that the sample construction and delivery cost must be included in the pricing schedule. The cost of the sample is for the account of the tenderer and will not be paid by the municipality.
- Failure to complete all line items of the pricing schedule will render the tender non-responsive for that item.
- The Grand Total price year 1 + year 2 will be used for evaluation purposes.
- The award will be with item unit prices.
- The municipality reserves the right to request delivery for any quantity of units, including none.
- Only prices noted in the provided pricing schedule will be accepted.

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial _____

SECTION 4.5**MBD 7.1****CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... 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 time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment 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:.....

Initial _____

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE.....

Initial_____

SECTION 4.6**PRICE ADJUSTMENTS**

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Failure to accept the automatic extension will render the bid non-responsive. Any bidder may at any time withdraw their bid in writing in which case the bid will not be further considered.

Initial_____

SECTION 4.7**OMMISSIONS, ALTERATIONS AND ADDITIONS**

Initial_____

SECTION 4.8

SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

1. Bidders may provide a 2.5% discount for payment made within 30 days of receipt of invoice. Bidder should note that this discount is optional and has no influence on the evaluation or adjudication of bids.
2. Please complete the following should your company *BE WILLING TO PROVIDE THE 2.5% deduction for payment within 30 days* as per clause 1 above:
3. YES, my company IS WILLING TO HAVE THE 2.5% taken off of payment made within 30 days.

Tenderer's signature for acceptance of the 2.5% discount
(Only if tenderer wishes to provide the 2.5% discount)

Initial_____

SECTION 4.9

E-TENDER DECLARATION

<u>It is compulsory to confirm "yes or no" on all line items</u>	<u>Comply Yes/NO</u>
The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non- responsive	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded	
Printed documents must be <u>binded securely</u> according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. <u>Do not</u> staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be binded to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
Print the <u>Tender document</u> on <u>both sides</u> to save paper and for standardisation.	

It is compulsory to comply and sign below if the tenderer agrees to the requirements above

I accept and approve all of the above.

.....
SIGNATURE OF TENDERER

Initial_____

SECTION 4.10**SUPPORTING DOCUMENTATION FROM TENDERER**

Note :-

(No pricing or pricing adjustment documentation can be attached to the tender
Any pricing or pricing adjustment documentation which is attached by the tenderer will not be
considered

The schedules supplied by Council must be used for all pricing matters.)

Initial_____

SECTION 4.10

ANNEXURE A**DOCUMENTS TO ATTACH TO THE TENDER****IT IS COMPULSORY TO ATTACH ALL REQUESTED DOCUMENTATION
OF ALL ANNEXURES BELOW AFTER EACH PAGE**

NAME OF TENDERER:

ENSURE THAT THE TENDER DOCUMENT IS NEATLY AND SECURELY BOUND. FOLLOWING THE TENDER DOCUMENT, ATTACH ALL COMPULSORY REQUIRED DOCUMENTS TO THE BACK OF EACH ANNEXURE PAGE AS REQUESTED

- **Do not insert pages between the tender document. It is not allowed.**
- Attach all documentation to the back of each Annexure category
- The Annexures must be re-assembled according to page numbers
- Write the name of the tenderer in Black ink on the top of each page.
- The tender document requirements will govern if a document required in the tender document is, by mistake, not included in the Annexure pages (attachment) schedule.
- Attach documents in the same sequence requested per line item.

Attach directly after this page the following:

- Valid SARS certificate
- Valid, original OR originally certified BBBEE certificate
- **Latest Municipal Account / lease agreement of company (The tenderer)**
- **Latest Municipal Accounts of residence of all directors as noted in the MBD 8**
- ID Documents of owners or/and directors
- CIPRO documents (Company Registration Forms)
- Resolution of signatory to tender on behalf of the company

I confirm that all requested documents are attached

.....

Signature of tenderer

Initial _____

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Initial_____

ANNEXURE B

NAME OF TENDERER:

MOBILE ABLUTION UNITS

IT IS COMPULSORY TO ATTACH ALL THE FOLLOWING DOCUMENTATION TO THE TENDER

Attach directly after this page the following:

- Detailed drawings of 4 unit bathroom facility and 10 unit Ablution facility
- Proof of qualified welder / boiler maker. Attach copy of trade test certificate
- Proof of previous similar awards for steel construction
- A Minimum of 2 Photos of completed steel structure projects
- Specification/ datasheet / photos of toilet pedestal

It is compulsory that all items comply to the minimum specifications.

I confirm that all requested documents are attached

.....

Signature of tenderer

Initial_____