



QUOTATION NO: SMQ13/23/24

**INSTALLATION OF SEGMENTED PAVING AT THE DESMOND TUTU
LIBRARY IN STATION STREET, SWELLENDAM (PLANT AND LABOUR
ONLY)**

PROCUREMENT DOCUMENT

NAME OF BIDDER:	
TOTAL PRICE (VAT INCL.)	
CONSTRUCTION PERIOD	
B-BBEE LEVEL	

PREPARED AND ISSUED BY:

Directorate: Finance: Supply
Chain Management
Swellendam Municipality
PO Box 20 / 11 Lind Street
Swellendam
6740

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QUOTATION NOTICE

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INSTALLATION OF SEGMENTED PAVING AT THE DESMOND TUTU LIBRARY IN STATION STREET, SWELLENDAM (PLANT AND LABOUR ONLY)

It is estimated that bidders should have a CIDB contractor grading designation of **1CE/1GB** or higher.

Official quotation documents and specifications are obtainable from Mr. K. Juries (Supply Chain Management Unit, 11 Lind Street, Swellendam) on Tel: [028-5148500](tel:028-5148500) or email scm@swellendam.gov.za from **09 November 2023**.

Any technical enquiries can be made to Mr J. Bester at tel. no. 028-5148500 or e-mail: jbester@swellendam.gov.za

Quotations must be submitted in a sealed envelope and must be clearly marked with the respective number and description. Quotations must be placed in the Municipal Quotation Box before 11h00 on **24 November 2023**, situated at the **Supply Chain Management Offices**, 11 Lind Street, Swellendam. Quotations may only be submitted on the prescribed documents and must include a valid Tax Compliance Status **PIN** as issued by **SARS**.

Late quotations and quotations received by E-Mail or Facsimile will not be considered. Quotations will be evaluated and adjudicated in accordance with the Swellendam Municipality's Preferential Procurement Policy and its Supply Chain Management Policy. The **80/20**-point system will be applicable. The Council does not bind itself to accept the lowest or any quotation and reserves the right to accept a quotation in full or a part thereof.

Special Conditions:

- Bidders should have a CIDB contractor grading designation of **1CE/1GB** or higher
- Bidders are required to provide proof of 3 similar projects as well as 3 contactable references.

Please Note:

- Quotation / Quotation box is open 24/7. Standard size of opening is: 10cm high and 33cm wide;
- All Technical inquiries **MUST** be in writing to the responsible official on this advert;
- No inquiries will be handled on the last **Two** (2) days before closing.

Bids shall remain valid for a eighty-four (84) day period calculated from the bid closing date.

A VORSTER
MUNICIPAL MANAGER
P.O. BOX 20
SWELLENDAM, 6740
Notice No.T110 /2023

MBD 1: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE INSTALLATION OF SEGMENTED PAVING AT THE DESMOND TUTU LIBRARY IN STATION STREET, SWELLEDAM (PLANT AND LABOUR ONLY)

QUOTE NUMBER:	SMQ13/23/24	CLOSING DATE:	24 NOVEMBER 2023	CLOSING TIME:	11:00	CIDB GRADING REQUIRED:	1CE/1GB
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COMPULSORY SESSION DETAILS	DATE:	N/A
	TIME:	N/A
	ADDRESS:	N/A
BID RESPONSE DOCUMENT MAY BE DEPOSITED IN BID BOX @:	ADDRESS:	SUPPLY CHAIN MANAGEMENT OFFICE 11 LIND STREET SWELLEDAM 6740
	VALIDATION PERIOD:	84 DAYS

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SIGN A WRITTEN CONTRACT FORM (MBD7).

SUPPLIER INFORMATION:			
LEGAL NAME OF ORGANISATION			
TRADE NAME (if different from legal name)			
POSTAL ADDRESS			
STREET ADDRESS			
NAME OF CONTACT PERSON			
TELEPHONE NUMBER		CELL NUMBER	
E-MAIL ADDRESS			
COMPANY REGISTRATION NUMBER			
SWELLEDAM MUNICIPALITY SUPPLIER DATABASE REGISTRATION NUMBER			
TAX CLEARANCE STATUS PIN			
TAX CLEARANCE EXPIRY DATE			
INCOME TAX NUMBER			
VAT REGISTRATION NUMBER			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? If YES, enclose proof	Y	N	
ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? If YES, answer part B.3	Y	N	

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO THE SUPPLY CHAIN MANAGEMENT UNIT			
CONTACT PERSON:	Mr. K Juries	TELEPHONE NUMBER	028-514 8500
		E-MAIL ADDRESS	scm@swellendam.gov.za
TECHNICAL INFORMATION REGARDING THIS QUOTATION MAY BE OBTAINED FROM:			
CONTACT PERSON:	Mr J. Bester	TELEPHONE NUMBER	028-514 8500
		E-MAIL ADDRESS	jbester@swellendam.gov.za

MBD 1: PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:		
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration. 1.2. All bids must be submitted on the official forms provided–(not to be re-typed) 1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract for Construction Works, Third Edition 2015, published by the South African Institution of Civil Engineering (SAICE) and, if applicable, any other special conditions of contract.		
2. TAX COMPLIANCE REQUIREMENTS:		
2.1 Bidders must ensure compliance with their tax obligations. 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status. 2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za 2.4 Foreign suppliers must complete the pre-award questionnaire in part B.3. 2.5 Bidders may also submit a printed TCS certificate together with the bid. 2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number. 2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.		
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS:		
3.1. Is the entity a resident of the republic of South Africa (RSA)?	Y	N
3.2. Does the entity have a branch in the RSA?	Y	N
3.3. Does the entity have a permanent establishment in the RSA?	Y	N
3.4. Does the entity have any source of income in the RSA?	Y	N
3.5. Is the entity liable in the RSA for any form of taxation?	Y	N
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.		
4. SUPPLIER DATABASE OF THE SWELLENDAM MUNICIPALITY:		
4.1. Are you registered as a supplier/services provider on the Supplier Database of the Swellendam Municipality?	Y	N
4.2. If so, please provide your Supplier Database Registration number with the Swellendam Municipality		
4.3. If not, please note that you will be required to be registered on the Supplier Database of the Swellendam Municipality and the Central Supplier Database before any award can be made to you. Please request registration form from theodore@swellendam.gov.za or scm@swellendam.gov.za to register on municipality's database. Register online on Central Supplier Database @ www.csd.gov.za		

CAPACITY UNDER WHICH THIS BID IS SIGNED:	
NAME OF PERSON DULY AUTHORISED TO SIGN THIS OFFER	
SIGNATURE	
DATE	

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

1. MBD 4: 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 concerning the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. To give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	FULL NAME OF BIDDER OR HIS OR HER REPRESENTATIVE												
3.2.	IDENTITY NUMBER												
3.3.	POSITION OCCUPIED IN THE COMPANY (DIRECTOR, SHAREHOLDER ² ETC.)												
3.4.	COMPANY REGISTRATION NUMBER												
3.5.	TAX REFERENCE NUMBER												
3.6.	VAT REGISTRATION NUMBER												
3.7.	Are you presently in the service of the state?											Y	N
3.7.1.	If so, furnish particulars:												
3.8.	Have you been in the service of the state for the past twelve months?											Y	N
3.8.1.	If so, furnish particulars:												
3.9.	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?											Y	N
3.9.1.	If so, furnish particulars:												
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?											Y	N
3.10.1.	If so, furnish particulars:												
3.11.	Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?											Y	N
3.11.1.	If so, furnish particulars:												

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

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

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

3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?		Y	N
3.12.1.	If so, furnish particulars:			
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?		Y	N
3.13.1.	If so, furnish particulars:			
3.14.	Please provide the following information on ALL directors / shareholders / trustees /members below:			
	FULL NAME AND SURNAME	IDENTITY NUMBER	PERSONAL INCOME TAX NUMBER	Provide State³ employee number (Only to be completed if in the service of the State)
NB: - PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S) - PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS /TRUSTEES / MEMBERS, ETC.				

4. DECLARATION

I, the undersigned _____ (insert name), certify that the information furnished in paragraph 3 above is correct. I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

2. MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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 AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

1.2 **Points for this tender shall be awarded for:**

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

1.3 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
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.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all

applicable taxes less all unconditional discounts;

- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P _s	=	Points scored for price of tender under consideration
P _t	=	Price of tender under consideration
P _{min}	=	Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBBEE Level 1	10	
BBBEE Level 2	9	
BBBEE Level 3	7	
BBBEE Level 4	6	
BBBEE Level 5	4	
BBBEE Level 6	3	
BBBEE Level 7	2	
BBBEE Level 8	1	
Non-compliant contributor	0	

Local area of supplier	Number of Points for Preference	Number of points claimed (80/20 system) (To be completed by the tenderer)
	80/20	
Within the boundaries of the Swellendam municipality	10	
Within the boundaries of the Overberg District	4	
Within the boundaries of the Western Cape	2	
Outside of the boundaries of the Western Cape	0	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number:

5.3. TYPE OF COMPANY/ FIRM

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

5.4. 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

3. MBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Y	N
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Quotation Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Y	N
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Y	N
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/ municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Y	N
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?	Y	N
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 the cancellation of a contract, action may be taken against me should this declaration prove to be false.

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

4. MBD 9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids⁵ 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). ⁶ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

SWELLENDAM MUNICIPALITY

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁶ 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.

⁷ 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.

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

1. INTRODUCTION

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

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

In terms of Section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

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

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

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

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

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

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

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

WRITTEN AGREEMENT

This is a written agreement between

SWELLENDAM MUNICIPALITY

And

(Name of the MANDATARY)

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

I, _____
representing the MANDATARY do hereby acknowledge that _____

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

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY:			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

6. INDEMNITY

Given by (name of company) _____

of (registered address of company) _____

a company with limited liability registration number _____

registered in terms of Laws of the Republic of South Africa (hereinafter the contractor), represented by
(name of representative) _____

in his capacity as (designation) _____

of the contractor, and duly authorised by a resolution dated _____/20____.

WHEREAS the contractor entered into a contract with the municipality dated _____/20____.

AND WHEREAS the Municipality requires an indemnity from the contractor.

NOW THEREFORE the contractor hereby indemnifies and holds harmless the Municipality in respect of all loss and/or damage that may be incurred or sustained by the contractor by reason of or in any way arising out of or caused by operations that may be carried out by the contractor in connection with the aforementioned contract; and also in respect of all claims that may be instituted against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever including all legal fees and costs that may be incurred by the Municipality in examining, resisting or settling any such claims.

SIGNATURE OF CONTRACTOR:	
DATE:	

SIGNATURE OF WITNESS 1:	
DATE:	

7. CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE SWELLENDAM MUNICIPALITY

(To be signed in the presence of a Commissioner of Oaths)

I, _____ (full name and ID no.), hereby acknowledge that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the Swellendam Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

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

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

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards a Municipality in respect of which payment is overdue for more than 30 days;

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER		MUNICIPAL ACCOUNT NUMBER
Further details of the bidder's director(s) / shareholder(s) / partner(s) / member(s), etc.:		
Director / partner / member	Physical residential address of the director / partner / member	Municipal account number(s)

PLEASE NOTE:

1. Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.
2. If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.

I, _____

(full name in block letters)

the undersigned, certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

THUS DONE AND SIGNED for and on behalf of the bidder, at

the

day of

20

8. RESPONSIVENESS AND EVALUATION CRITERIA

1. GENERAL

- 1.1 All bids to be submitted in **handwriting and in non-erasable (black or blue) ink** on the official forms supplied by the municipality.
 - 1.1.1 Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
- 1.2 Subject to the provisions of clause 1.3 of this document, no alterations/corrections to the information in the document (including pricing) may be performed by erasing or using masking fluid/tape (Tipp-Ex or similar) on any submitted page or by pasting another page over it with glue.
- 1.3 Notwithstanding the provisions of clause 1.2 of this document, alterations and/or corrections may only be affected as follows:
 - 1.3.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected), and initialling in the margin next to each and every alteration or correction.
- 1.4 Bids submitted must be complete in all respects.
 - 1.4.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 1.5 All bid prices will be final and binding.
- 1.6 A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply.
- 1.7 Sealed bids, with the "Bid Number and Title" clearly endorsed on the envelope, must be deposited in the relevant bid box as indicated in the notice of the bid, on or before the closing date and time of the bid.
 - 1.7.1 Any bid received without the "Bid Number and/or Title" clearly endorsed on the envelope may not be opened and read out during the bid opening session and will not be considered.
- 1.8 The bid box is at the Supply Chain Management Unit, 11 Lind Street, Swellendam.

- 1.9 A specific bid box is provided for each bid to be deposited into and no bid will be considered which, after the closing date and time for that specific bid, is found in another box.
- 1.10 The bid box deposit slot is 33cm x 10cm.
- 1.11 Mailed, telegraphic or faxed bids will not be accepted.
- 1.12 Any bid received after the appointed time for the closing of bids shall not be considered but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

2. EVALUATION AND ADJUDICATION CRITERIA:

- 2.1 Stage 1: Responsiveness: Compliance with conditions and special conditions, legislative and legal requirements, and minimum specifications (including local content if relevant)
- 2.2 Stage 2: Price and Preference scoring, as per PPPFA regulation:
 - 2.2.1. In terms the Preferential Procurement Policy pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20 preference point for Broad-Based Black Economic Empowerment in terms of which points are awarded to bidders on the basis of:
 - Price; and (maximum 80 points)
 - Specific Goals. (maximum 20 points)
- 2.3 Stage 3: Objective criteria:
 The objective criteria for this tender are the following:
 - a) Delivery period/lead time;
 - b) Practicality;
 - c) Abnormally low tender;
 - d) Risk considerations specifically related to the preferred bidder;
 - e) Previous performance on other contracts (organ of states) will be taken into consideration.

3. REQUIREMENTS OF A VALID BID:

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

- 3.1.1 The quotation has not been completed in non-erasable handwritten ink,
- 3.1.2 Non-submission of a valid Tax Clearance Certificate and/or PIN,
- 3.1.3 Incomplete Pricing Schedule or Bill of Quantities,
- 3.1.4 A Form of Offer not signed in non-erasable ink,
- 3.2 Bid submissions with material alterations/corrections not in compliance with Clause 1.2 and 1.3 above will be rejected.
- 3.3 The Municipality may, after the closing date, request additional information or clarification of quotations in writing, which may include the following:
 - 3.3.1 To complete additional documents and to obtain copies of the most recent municipal account(s) from the recommended bidder(s)/owner(s)/director(s)/member(s)/shareholder(s);
 - 3.3.2 To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;
 - 3.3.3 To obtain the personal income tax number(s) from the recommended bidder;
 - 3.3.4 To obtain a valid Tax Clearance Certificate and/or PIN if the certificate has expired or become inactive after the closing date of the quotation;
 - 3.3.5 To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;
 - 3.3.6 To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.
 - 3.3.6.1 If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality may not request or allow the bidder to submit it afterwards.

4. TEST FOR RESPONSIVENESS:

- 4.1 A Bid may be considered non-responsive if:
 - 4.1.1 the bid is not in compliance with the specifications;
 - 4.1.2 the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document; and/or
 - 4.1.3 the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing.
- 4.2 The Municipality reserves the right to accept or reject:
 - 4.2.1 any variation, deviation, bid-offer, or alternative bid-offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract. The MUNICIPALITY shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and may only provide written reasons for such action upon receipt of a written request to do so;
 - 4.2.2 a bid-offer that does not, in the Municipality's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
 - 4.2.3 the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and the Municipality is not obliged to accept the lowest or any bid.
- 4.3 The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any municipal rates and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

5. INCORRECT INFORMATION

- 5.1 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 proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or 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.

6. WITHDRAWAL OF BID DURING AND AFTER THE SCM PROCESS:

- 6.1 When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, before the award of the bid, of which Swellendam holds the right to accept or reject with or without a claim for any damages.
- 6.2 When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred before the award of the bid.

7. PRECEDENCE OF TERMS AND CONDITIONS

- 7.1 Precedence of terms and conditions in documentation during the bidding process and after award, resulting in a formal agreement:
 - 7.1.1 The following legislative and legal precedence will apply to

documentation during the bidding process subsequent to the award of a bid to a bidder:

- (a) Municipal Financial Management Act 56 of 2003
- (b) Municipal Supply Chain Management Regulations
- (c) Supply Chain Management policy
- (d) Specifications of the bid document
- (e) Special Conditions of Contract – if any
- (f) General Conditions of Contract
- (g) Service Level Agreements/ Service Delivery Agreements –if any
- (h) Memorandum of Understanding/ Memorandum of Agreements – if any

- 7.2 The documents mentioned in paragraphs (b), (c) and (f) can be found on the following website:
[https://www.Swellendam.gov.za/en/documents/supply-chain-](https://www.Swellendam.gov.za/en/documents/supply-chain-management/contract-documents) management/contract-documents

SIGNATURE		NAME(PRINT)	
CAPACITY		DATE	
NAME OF ITEM			

9. FORM OF OFFER AND ACCEPTANCE

FORM OF OFFER AND ACCEPTANCE

(Agreement)

OFFER

The Employer, identified in the acceptance signature block / the Contract Data Part 1, has solicited Offers to enter into a Contract in respect of the following works:

CONTRACT NO: SMQ13/23/24: INSTALLATION OF SEGMENTED PAVING AT THE DESMOND TUTU LIBRARY IN STATION STREET, SWELLENDAM (PLANT AND LABOUR ONLY)

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of value-added tax is

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

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity

stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in terms of the Conditions of Contract identified in the Contract Data.

For the Tenderer:

Signature

Name

Capacity

Name and address of organization:

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

Signature and name of Witness:

Signature

Name

Date

ACCEPTANCE

By signing this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form and Agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Agreements and Contract Data (which include this Agreement)

Pricing data

Scope of work

Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as listed in the Tender Schedules, as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless signed by the authorised representative(s) of both parties.

The Tenderer shall after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), deliver to the Employer's agent (whose details are given in the Contract Data), within such time(s) as stated in the Contract Data, any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor), within five (5) days of the date of such receipt, notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding Contract between the parties.

For the Employer:

Signature

Name.....

Capacity

Name and address of organization:

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

Signature and name of Witness:

Signature

Name.....

Capacity

SCHEDULE OF DEVIATIONS

Notes:

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

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

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER		FOR THE EMPLOYER
	Signature:	
	Name:	
	Capacity:	
	Witness Signature	
	Witness Name	
	Date	

CONFIRMATION OF RECEIPT

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

The day)
of (month)
20. (year)
At(place)

For the Contractor:

Signature
Name
Capacity

Signature and name of witness:

Signature
Name.....

C1.2: CONTRACT DATA

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works, Third Edition 2015, published by the South African Institution of Civil Engineering (SAICE), Private Bag x200, Halfway House, 1685 is applicable to this Contract and are obtainable from www.saice.org.za

CONTRACT SPECIFIC DATA

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

1.1.1.13	Defects Liability Period The Defects Liability Period is 12 (Twelve) calendar months .
1.1.1.14	The time for achieving Practical Completion of the whole of the Works is as stated in Part 2 of the Contract Data.
1.1.1.15	Name of the Employer The name of the Employer is Swellendam Municipality .
1.1.1.16	Name of the Employers Agent The name of the Engineer is Swellendam Municipality represented by an employee duly authorised thereto in writing.
1.1.1.26	Pricing Strategy Re-measurement Contract.
1.2.1.2	The Employer's address for receipt of communications is: Telephone: 028 514 8500 Facsimile: 028 514 2694 E-mail: info@swellendam.gov.za Address (Postal): PO Box 20 Swellendam 6740 Address (Physical): 49 Voortrek Street Swellendam 6740

1.2.1.2	The Engineer's address for receipt of communications is: Telephone: 028 514 8552 Facsimile: 028 514 2694 E-mail: jbester@swellendam.gov.za Address (Postal): PO Box 20 Swellendam 6740 Address (Physical): 1 Lourens Street Swellendam 6740
1.3.2	Governing Law The governing law is the law of the Republic of South Africa.
1.3.3	Language of the Contract The language of the Contract and of written communications is English.
4.3.2	If required, and for the duration of this contract, the Contractor shall provide proof to the Engineer that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to prove such prove shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.
4.4.1	The Contractor shall not subcontract the whole contract
4.4.2	The Contractor shall be liable for the acts, default and negligence of any subcontractor, his agents or employees as fully as if they were the acts, default or negligence of the Contractor.
4.4.3	The contractual relationships be the Contractor and any subcontractor selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of Clause 4.4.2
4.4.4.	Any appointment of a subcontractor in accordance with Clause 4.4.3 shall not amount to a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the contract.
4.4.6	In the events of termination of the contract under 9.2, the subcontractor in terms of Clause 4.4.4 shall be assigned to the Engineer upon such instruction by the Employer.
5.3.1	Documentation Required before Commencement of Works The following documentation is required before Commencement with Works execution: a) Letter of Good Standing (Refer to Clause 4.3)
5.3.2	Time to submit documentation The time to submit the documentation required before commencement with Works execution is 14 days.
5.4.2	Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply and where ongoing use by the general public is required. The Contractor shall bear all cost and charges for special and temporary rights of way required by him in connection with access to the site.

5.13.1	Penalty for delay The penalty for delay of the Works is R 500 per day.
5.16.3	Latent Defect Period The latent defects period is not applicable.
6.2.1	The Performance Guarantee is to not applicable
6.2.3	The expiry date shall be the date, of the issue by die Engineer, of the Certificate of Completion of the Works.
6.3	Variation Orders Prior approval of variations is to be obtained from the Director Infrastructure, in writing, before commencement of work. Failure to comply will result in unauthorised expenditure.
6.5.1.2.3	Percentage allowance for overheads The percentage allowance to cover overheads charges is as stated in the Part 2 of the Contract Data.
6.8.2	Contract Price Adjustment Factor A Contract Price Adjustment Factor shall not be applied to the value of certificates and the rates and prices shall be final and binding for the first contract year. Contract price adjustment to be negotiated with the employers on a yearly basis with proof of costs provided at tender stage and with every new year of the contract.
6.8.3	Add the following to Clause 6.8.4: Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no cost other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.
6.10.3	Limit of Retention Money The retention deduction will be 10% of the contract value at Completion for a 6-month period. Retention will be implemented at the discretion of the Municipality. 3 Months retention period of 10 % until completion and 5 % for 3 months
6.10.4	Add the following to Clause 6.10.4: Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of GCC Clause 4.10.2 and as described in the Scope of Work.
8.6.1.3	Liability Insurance The limit of indemnity for liability insurance is R 1,000,000.00
8.6.1.5	In addition to the insurance required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required: a) Insurance of construction equipment (including tools, offices and other temporary structures and contents) and other things (except those intended from incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement. b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993. c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" risk including Passenger Liability Indemnity. d) Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all

	materials and equipment for incorporation in the Works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such work during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
8.6.6	The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty.
10.7.1	Determination of disputes The determination of disputes shall be by arbitration.

C1.2: CONTRACT DATA

PART 2 : DATA PROVIDED BY THE CONTRACTOR

1.1.1.9	The Contractor is:
1.2.1.2	The Contractor's address for receipt of communications is:
	Telephone:
	Facsimile:
	E-mail:
	Address (Postal):
	Address (Physical):

SIGNATURE		NAME(PRINT)	
CAPACITY		DATE	
NAME OF ITEM			

10. SCOPE OF WORKS

DESCRIPTION OF WORKS

EMPLOYERS OBJECTIVES

Tenderers are invited to make a financial offer for the installation of segmented paving at the Swellendam Library in Station Street, Swellendam.

OVERVIEW OF THE WORKS

The area outside the Library needs to be paved for Traffic accommodation from the existing paving up to the newly Installed Library Gate entrance. The municipality wishes to formalize this portion of the outside yard, in order to accommodate vehicles and persons moving in and around the building.

The image on page 45 depicts the area that needs to be paved:

EXTENT OF THE WORKS

Ref Drawing

The work to be carried out by the successful Tenderer under this contract comprises mainly of the following:

- Cut to fill not more than 300mm thick layer of topsoil and stockpile on site. The municipality to remove the spoil from site,
- Make loose, incorporate cement to stabilize, levelling and compaction of roadbed,
- Preparation and safe making of identified areas,
- The site should be safe and no unauthorized personnel should be allowed on site, to prevent any danger that may occur.
- Supply labour and plant to install the paving – **all materials to be supplied by the Municipality**,
- Clean and clear site of all building material.

LOCATION OF THE WORKS

The location of the project is at the Desmond Tutu Library in Station Street, Swellendam.

ELIGIBILITY

CIDB Level 1

3 x contactable references

3 x similar projects

TECHNICAL SPECIFICATIONS AND METHOD STATEMENT

The work required should adhere to the following technical specifications:

DESIGN SPECIFICATION

- Level and compact entire area at 4% cross fall to the river around the area.
- Cut to fill not more than 300mm thick layer of topsoil and stockpile on site. The municipality to remove the spoil from site,
- Rip and recompact 125mm roadbed layer and stabilize with cement (Cement material to be supplied by the Municipality, as a free issue to the project),
- 150mm layer of G4 subbase (G4 material to be supplied by the Municipality, as a free issue to the project),
- 20mm Crusher dust for bedding on new subbase layer 2 % crossfall (Bedding material to be supplied by the Municipality, as a free issue to the project),
- 50mm (type S-C) Bevel paver 25mPa 9(natural) as borders.
- 80mm (type A, S-A) interlocking 30mPa (natural), Herring bone pattern (90°) @ 2% cross fall **(Paving bricks to be supplied by the Municipality, as a free issue to the project),**
- Fine sand to be washed in on paved layer **(Sand material to be supplied by the Municipality, as a free issue to the project),**
- Mk10 mountable kerb and CK5 combination kerb to be installed on a 1:4 (25Mpa) cement: crusher dust mix with 50mm thick(min) and backed with 1:4 crusher run mix at 100mm thick (max) **(Kerb stones and material to be supplied by the Municipality, as a free issue to the project),**

GENERAL SPECIFICATION

- The installation work of the paving shall comply to the SABS 1200 MJ specification,
- The minimum cross fall, over the length shall be 2 % **(stakes and levels to be indicated by the Municipality),**
- A plate vibrator or vibratory roller shall be used to compact the installed paved layer (refer to SABS 1200 MJ) – plate vibrator to be supplied by the contractor,
- A cross expansion joint shall be left open on every 10 m's of kerbing.
- Each paver shall be inspected before installation – pavers with defects shall be discarded,
- A deviation of 10 mm over 10 m of paving shall be allowed, however, the contractor shall make use of guided straight lines to optimize the achievement of straight construction lines.

- Inspection by the municipal officials will be done during and after the activity, unless there are issues that should be attended to before any activity may commence the contractor should directly inform the municipality officials.

METHOD STATEMENT

- Slope the specified area at 4% cross fall towards the river.
- Excavate 300 mm cut to spoil,
- Rip 125 mm, place cement at interval of 10m, mix and compact the roadbed to maximum density,
- Place 150 mm layer of G4 quality material and compact to max density, with a cross fall of 2%
- Place a layer of 20 mm crusher dust as bedding and compact using a plate compactor.
- The paving should follow, in a herringbone pattern, at a 90° and compact using a plate compactor with the presence of 10 mm fine sand to prevent damage to the pavers,
- After compaction, the remainder of the sand shall be washed into the joints of the paving by means of brooming, until all joints are filled,
- After 7 days the remainder of the sand shall be washed in for the second time
- The kerb mix mortar should be 1:6 (cement: crusher sand) and kerbs/edgings shall be placed on 50mm thick kerb mix and should be backed with the same mortar at 100mm thickness and 45° to 1/4 from the top.

ACTIVITIES AND TASKS DESCRIBED IN THIS METHOD STATEMENT INCLUDE THE FOLLOWING:

- Landscaping of the area,
- Rip, stabilize and Compact subgrade,
- Placing of Fill/Sub-base G4 Material,
- Placing of crusher sand as bedding,
- Laying of Kerbs including inlet kerb,
- Laying of bevel as boarders,
- Laying of Interlock.
- Sweeping of sand on the paving,
- Stone pitching

RECOMMENDED PLANT:

Item	Plant and Equipment
1.	Shovels for shifting material
2.	Grinder and cutting disc
3.	Wheelbarrow
4.	Hand Shovel
5.	Masonry Trowel
6.	Plate Compactor
7.	Spirit Level
8.	Rubber Mallet
9.	Straight Edge (2&3 meter long)
10.	Carpenter Tools
11.	TLB
12.	Tipper truck (<i>If applicable</i>)

GENERAL NOTES

The pavers, kerbs, G4, sand, crusher run, and cement will be supplied by the Municipality – the rate in the schedule of quantities comprise of a labour rate only, including the necessary small plant and equipment,

- Spoil shall be hauled from the site by the Municipality – construction materials shall be available on site,
- Power tools shall be provided by the contractor and will include a concrete mixer, concrete saw, plate vibrator, roller, generator, and pavement hammer.

TENDER NOTES

- Please ensure that the schedule of quantities is fully filled out, including rates and totals,
- The Municipality reserves the right to decrease/increase the successful tenderer's Quantity before appointment – this is to ensure that the project will be completed within the approved budget. If

tenders are lower than the allowed budget, the successful tenderer's tender will be adjusted, using the rates/quantity, to meet the budgeted amount,

- Interim progress payments can be made bi-weekly – progress measurement will therefore be done on Wednesday's, after which the contractor will supply his progress invoice no later by 9:00 on Thursday mornings, payments will be made 14 days from invoice date.
- Even though the official order will be for a fixed amount, payments shall be processed and made according to work done at progress measurement, to prevent any advanced payment as it cannot be permitted.

LABOUR

- The contractor must only employ unskilled labour within the Swellendam community **(The municipality will provide a name list)**,
- The contractor can employ his/her skilled and semi-skilled labour,
- The contractor must comply with the signing of contract with the labourers **(The municipality will provide a contract template)**,
- Time sheet/register to be completed **(The municipality will provide a template)**

HEALTH AND SAFETY

IN TERMS OF THE CONSTRUCTION REGULATIONS (2014) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT.

- The contractor must comply with OHS act.
- Site Supervisor will directly control all works, to ensure the safe means of working as described in this method statement is complied with, and all working tools/equipment are inspected for its condition and stability prior to use.
- Ensure all services, open areas are provided with barricades, tape and safety nets, Personnel Protective Equipment should be worn all the time on Site.

SIGNATURE		NAME(PRINT)	
CAPACITY		DATE	
NAME OF ITEM			

11. PRICING SCHEDULE

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be
2. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a) In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'	
Are you/is the firm a registered VAT Vendor	Y	N
If "YES", please provide VAT number		

I / We _____

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

of the firm _____

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

PRICING SCHEDULE

ROAD WORKS - The installation of segmented paving at the Desmond Tutu Library in Station Street, Swellendam Labour and Plant only.					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	Occupational health and safety measures	Sum	1	R20 000	R20 000
	EARTHWORKS (ROADS, SUBGRADE)				
1	Cut to fill, compacted to 93% mod ASSHTO density (100% of Insitumaterial) with 4% cross fall	m ²	210		
2	Excavate and removing not more than 300mm thick layer of topsoil	m ³	35		
3	Ripping, Stabilizing and Compaction of 125mm to 93% mod ASSHTO density (1 00% for sand), placing 50kg cement at 10m interval.	m ²	210		
4	Construct Subbase with material from commercial source (150mm G4 material) compacted to 95% Mod AASHTO	m ³	40		
5	Construct bedding with material from the commercial source 20mm crusher sand	m ³	8		
	KERBING AND CHANNELING				
1	Install precast CK5 combination kerbs	m	50		
2	Install transition CK5 – BK1 combination kerbs	No	6		
3	Install precast MK10 mountable kerbs	m	40		
4	Install transition MK10 – E1 kerbs	No	6		
5	Construct drop kerbs (E3) at entrance	m	9		
	SEGMENTED PAVING				
1	Interlocking concrete segment paving blocks (30 MPa 80mm Type, S-A) and broom in of sand. Bricks to be constructed at 90-degree herringbone	m ²	210		
2	Cut units to fit edge constraints 30Mpa 50mm bevelled paver (Natural colour)	m	60		
	Stormwater Inlet Structure				
1	Inlets BK1 inlet kerbs	No	2		
2	Light grouted Stone pitching of 200mm, min thickness of pitching	m ²	12		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Miscellaneous				
1	Removal of swinging trash can and re-install	No	1		
2	Installation of Bollards	No	8		
3	Installation of road sign boards	No	2		
4	Notice board removal and reinstall	No	1		
5	Install swinging trash can	No	1		
Total					
Plus 15% Contingencies					
Totals 2					
Plus 15% VAT					
GRAND TOTAL					

COMPLETION TIME (IN DAYS)	
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SIGNATURE		NAME(PRINT)	
CAPACITY		DATE	
NAME OF ITEM			

12 MBD 7.1: CONTRACT FORM – PURCHASE OF GOODS/WORKS

NOTE:

1. THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2).
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 COMPLETED BY THE TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Swellendam Municipality**, in accordance with the requirements and specifications stipulated in Bid Number **SMQ13/23/24** at the prices quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference points claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Policy;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract for Construction Works, Third Edition 2015, published by the South African Institution of Civil Engineering (SAICE)
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

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

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I,
in my capacity as
accept your bid under reference number **SMQ13-23/24** dated,
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 services rendered in accordance with the terms
and conditions of the contract, within 7 days after receipt of an invoice.
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____.

TO BE COMPLETED BY THE SWELLENDAM MUNICIPALITY	
NAME (PRINT):	
SIGNATURE:	
WITNESS 1:	

13. SCHEDULE OF WORK EXPERIENCE OF THE BIDDER

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

Attach more pages if necessary.

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		

14. DECLARATION

1	I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of quotation of this quotation document.	
2	I / We declare that I / we have read, understand and accept the following documents as published on the Swellendam Municipality's Website, to form part of this agreement if and when concluded and that I / we accept the conditions in all respects:	
	2.1	Invitation to bid (advertisement)
	2.2	Standard Conditions of Quotation – CIDB – only applicable to construction related bids
	2.3	General Conditions of Contract for Construction Works, Third Edition 2015, published by the South African Institution of Civil Engineering (SAICE), Private Bag x200, Halfway House, 1685 is applicable to this Contract and are obtainable from www.saice.org.za
3	I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my / our quotation and that I / we elect <i>domicillium citandi et executandi</i> (physical address at which legal proceedings may be instituted) in the Republic at:	
4	I / We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.	
5	I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our quotation; that the price quoted cover all the work / items specified in the quotation documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.	
6	I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.	

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

15.CERTIFICATE OF ATTENDANCE OF CLARIFICATION MEETING

This is to certify that

..... (Tenderer)

of (address)

.....

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

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

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

Particulars of person(s) attending the meeting:

Name Signature

Capacity

Name Signature

Capacity

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

Name Signature

Capacity

16. AERIAL IMAGES OF LOCATIONS:

LOCATION

