WITZENBERG
Municipality • Munisipaliteit • UMasipala Wase

# PROJECT DOCUMENT

## FOR

## CONTRACT NO. 08/2/15/19

## FOR

## DESCRIPTION: SUPPLY, DELIVERY AND INSTALLATION OF DIAMOND MESH FENCING FOR TULBAGH LANDFILL SITE

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| | | |
|---|---|---|
| **BIDDER** | | |
| **TOTAL BID PRICE (VAT INCL):** | | |
| **COMPLETION PERIOD** | | |
| **TELNR: .....** | **FAXNR: .....** | **EMAIL ADDRESS: .....** |

## SEPTEMBER 2017

**ISSUED BY:**

**FINANCIAL DIRECTORATE: WITZENBERG MUNICIPALITY PROCUREMENT UNIT**

**DROMEDARIS STREET**

**CERES**

# WITZENBERG MUNICIPALITY

**BID No. 08/2/15/19**

**SUPPLY, DELIVERY AND INSTALLATION OF DIAMOND MESH FENCING FOR TULBAGH LANDFILL SITE**

## GENERAL BID INFORMATION

| | | |
|---|---|---|
| **TENDER ADVERTISED** | : | 28 August 2017 |
| **CLOSING DATE** | : | 14 September 2017 |
| **ESTIMATED CIDB CONTRACTOR GRADING** | : | **1SQ or higher** |
| **CLOSING TIME** | : | 12h00 |
| **CLOSING VENUE** | : | Witzenberg Municipality<br>50 Voortrekker Street<br>Ceres<br>6835 |
| **BID BOX** | : | Bid Box Located at the entrance of<br>the Witzenberg Municipal Offices<br>Witzenberg Municipality<br>50 Voortrekker Street<br>Ceres<br>6835 |
| **CLARIFICATION MEETING** | : | Compulsory |
| **CLARIFICATION MEETING TIME** | : | 10:00, 05 September 2017 at the **Tulbagh Town Hall, Van Der Stel Street, Tulbagh.** |

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# Part T1: Bidding procedures

## T1.1 Bid Notice and Invitation to Bid

## T1.2 Bid Data

# T1.1 Bid Notice and Invitation to Bid

The Witzenberg Municipality Financial Directorate, Procurement Unit invites bids for **BID NO. 08/2/15/19: SUPPLY, DELIVERY AND INSTALLATION OF DIAMOND MESH FENCING FOR TULBAGH LANDFILL SITE**

Only bidders who satisfy the eligibility criteria stated in the Standard Conditions of Tender (Clause F.2.1) are eligible to submit bids.

The bidder must have in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services. If an original Tax Clearance Certificate is not included with the tender submitted, a copy thereof will be accepted subject to the Tenderer providing the necessary PIN for the Employer to assess the validity of the certificate on the SARS database.

Bidders should have a CIDB contractor grading of **1SQ** or higher. Functionality is applicable to this bid.

All bids received shall be evaluated in terms of the Witzenberg Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations of 2017.The 80/20 preference points system will be applicable.

Bid documents can be obtained during office hours from Monday to Thursday: 8h30 -13h00 and 13h45 - 15h30 and Fridays: 8h30 – 13h00 and 14h00 – 14h30 from the Witzenberg Municipality, Supply Chain Unit, Dromedaris Street, Ceres at a cost of R100.00 per set. The amount is payable at the Municipal Head Office, 50 Voortrekker Street, Ceres or via EFT. No cheques will be accepted.

All enquiries must be directed to the Financial Directorate, Supply Chain Unit:

Ms. S Mentor
Witzenberg Municipality
Ceres
6835
Tel: (023) 312 1761 / 5
E-mail: shayle@witzenberg.gov.za

The closing time for receipt of bids is 12:00 on 14 September 2017 at Witzenberg Municipality, 50 Voortrekker Street, Ceres. Telephonic, facsimile, electronic/e-mailed and late bids will not be accepted. Bids may only be submitted on the bid documentation that has been issued. The bid box is located at the entrance of Witzenberg Municipality, 50 Voortrekker Street, Ceres.

A compulsory clarification meeting will take place on Tuesday, 05 September 2017. Attendees are to meet at the **Tulbagh Town Hall, Van Der Stel Street, Tulbagh** at 10:00.

Please note that no grace period will be given to late comers at the clarification meeting (Witzenberg Municipality does possess a site/ clarification procedure manual and prospective bidders can obtain a copy of the manual from the Municipalities Supply Chain unit).

Witzenberg Municipality does not bind itself to accept the lowest or any bid. Witzenberg Municipality shall apply it's Municipal Supply Chain Management Policy as adopted in terms of Section 111 of the Municipal Finance Management Act, 2003 (Act no. 56 of 2003) and the relevant regulations.

**Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.**

**NB: No bids will be considered from persons in the service of the state as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations**

The Municipal Manager
Witzenberg Municipality
50 Voortrekker Street
Ceres
6835

D NASSON
MUNICIPAL MANAGER

# T1.2 Bid Data

The conditions of bid are the Standard Conditions of Tender as contained in Annex F of Board Notice 94 of 2006 in Government Gazette No. 29138 of 18 August 2006, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (See www.cidb.org.za).

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

The following variations, amendments and additions to the standard conditions of Tender as set out in the bid data below shall apply to this bid.

## Clause No. Bid Data

## F.1 General

F.1.1 **Actions**
The Employer is the Witzenberg Municipality, represented by the Financial Directorate, Procurement Unit.

F.1.2 **Bid Documents**

The bid documents issued by the Employer comprise:

This bid document **BID NO. 08/2/15/19: SUPPLY, DELIVERY AND INSTALLATION OF DIAMOND MESH FENCING FOR TULBAGH LANDFILL SITE** in which is bound:

F.1.3 **The Bid**
**Part T1: Bidding Procedures**
T1.1 Bid notice and invitation to bid
T1.2 Bid data

**Part T2: Returnable Documents**
T2.1 List of Returnable Documents/Schedule
T2.2 Returnable Schedules

**Part C1: Agreement and Contract Data**
C2.1 Form of Offer and Acceptance
C2.2 Contract Data
C2.3 Form of Guarantee

**Part C2: Pricing data**
C2.1 Pricing instructions
C2.2 Schedule of Quantities
C2.3 Daywork Schedule

**Part C3: Scope of work**
C3.1 Description of Works
C3.2 Engineering
C3.3 Procurement
C3.4 Construction

**Part C4: Site Information**
C4.1 Scope
C4.2 Access to Site
C4.3 Topography
C4.4 Climate
C4.5 Nature of Ground and Subsoil Conditions

This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation required, in terms of submitting a bid offer.

F.1.4 **Communication and employer's agent**

The employer's representative, for the purposes of any communication between the employer and bidders, is:

| | **BEFORE AWARDING** | **AFTER AWARDING** |
|---|---|---|
| Name : | Ms S Mentor | Mr J Jacobs |
| Postal address : | Witzenberg Municipality<br>Dromedaris Street<br>CERES<br>6835 | Witzenberg Municipality<br>Voortrekker Street<br>Ceres<br>6835 |
| Tel : | 023 312 1761 | 023 316 1854 |
| E-mail : | shayle@witzenberg.gov.za | jjacobs@witzenberg.gov.za |

Attention is drawn to the fact that no verbal communication will be allowed prior to the close of bids. Only information requested and issued formally in writing to bidders will be regarded as amending the bid documents.

## F.2 Bidder's obligations

F.2.1 **Eligibility**
Only those bidders who satisfy the following criteria are eligible to submit bids:

F.2.2 **Bidders' track record**
Bidders must have successfully executed at least 2 similar projects of similar size during the past 5 years.
Bidders are required to complete **Schedule 3,** Part T2: Returnable Documents with regard regard to similar work satisfactory carried out by the bidder.

F.2.3 **CIDB Registration**
In order to be considered for an appointment in terms of this bid, the contractor must be registered with the **CIDB to 1SQ** or higher. Proof of registration must be appended to **Schedule 4,** Part T2: Returnable Documents.

F.2.4 **Satisfactory financial standing (Not Applicable)**
Only those bidders with a bank code of B or C are eligible to submit bids. Bidders must provide their banking details in **Schedule 5**. The municipality will obtain the bank codes from the relevant financial institution.

Bank Code definitions:

Code B: Good for the Amount
Code C: Good for the amount under normal working conditions
Code D: Reasonable risk for amount
Code E: Amount to high
Code F: Financial position unknown
Code G: RD commission occurs/payment deferred
Code H: RD commissions occurs frequently

F.2.5 **Financial institution/financier letter of undertaking**
Returnable Documents. The bank guarantee must be submitted within 21 days of acceptance of the tender. **Schedule 6**

F.2.6 **Minimum score for functionality**

In order to be considered for a contract in terms of this bid, bidders must achieve the minimum score for quality as stated below.

The description of the functionality criteria and the maximum possible score for each is shown in the table below. The score achieved for quality will be the sum of the scores achieved for the individual criteria.

| **Description of functionality criteria Maximum possible score** | **Maximum possible score** |
|---|---|
| Similar successfully completed projects | 15 |
| Demonstrated experience of key personnel | 5 |
| **Maximum possible score for quality** | **20** |

The minimum score for quality is **10** out of a maximum possible score of **20**. Bidders that fail to achieve the minimum score for functionality will **NOT** be eligible for evaluation and their bid will be rejected.

Bidders that score at least **10** for functionality will be evaluating according the 80/20 principal.

Where the entity bidding is a Joint Venture the bid must be accompanied by a statement describing exactly what aspects of the work will be undertaken by each party to the joint venture (appended to **Schedule 8**, Part T2.2: Returnable Schedules).

A more detailed explanation of the quality criteria is given below:

F.2.6.1 **Similar successfully completed projects**

Bidders must complete **Schedule 3.1**, T2.2 Returnable Schedules, which is a list of the bidder's past work experience in terms of similar successfully completed projects. The value and scale of the projects indicated for these purposes must be supplied together with the other relevant information requested based upon which up to **17 points** for quality will be awarded to the bidder under consideration in this regard.

**Note:** Where the entity bidding is a joint venture, a score for track record will be awarded to each party to the joint venture which will then be combined in proportion to the percentage contribution of each party to the joint venture.

F.2.6.2 **Demonstrated experience of key-personnel**

The work required in terms of this project is considered to require considerable expertise and it is essential that suitably qualified and experienced personnel be assigned to this project. It would be extremely advantageous if the key personnel to be directly involved with this contract have relevant experience related to similar successfully completed projects and particular fields of specialization.

Bidders must complete **Schedule 3.2**, T2.2 Returnable Schedules, for the key personnel identified for each listed position to point out similar successfully completed projects and experience that is relevant to this project for each of the key personnel indicated based upon which up to **10 points** for quality will be awarded to the bidder under consideration in this regard.

**Note:** One person only to qualify for each listed position. The key-personnel to be used in this regard will be subject to the approval of the Engineer prior to the commencement date of the contract. Should any of the persons identified in **Schedule 3.2**, T2.2 Returnable Schedules, not be available for the position which they are indicated for, then a suitable candidate with equal or superior tertiary qualification and/or relevant experience than that of the person which he/she replaces shall be used for every such position.

F.2.6.3 **Functionality Evaluation Criteria**

**The scoring categories that will be used to evaluate the functionality submissions are shown below but scoring sheets are also included as Appendix A: Functionality Evaluation Form. Bidders are advised to carefully study these sheets to ensure that the correct information in this regard is provided in the relevant schedules, T2.2 Returnable Schedules, of their bids.**

**These sheets only serve as an indication to the bidders on the methods and points criteria that will apply to the evaluation of quality of their bids. The sheets will be completed by the Engineer based on the information supplied in the relevant schedules, T2.2 Returnable Schedules, prior to bid evaluation.**

F.2.6.3.1 **Similar successfully completed projects (maximum 15 points)**

Points for the bidder's past experience in terms of similar successfully completed projects will be scored based on the information supplied by the bidder in **Schedule 3.1** of Part T2.2: Returnable Schedules (also refer to F.2.6.3.1 of Part T1.2 Bid Data for explanation of quality criteria).

Points will be allocated according to the tables below

| **COMPANY** | | |
|---|---|---|
| **Individual similar projects with value of** | **Points** | **Score (A)** |
| R 200 000 | 2 projects or more = **15**<br>1 project only = **10** | |
| **OR**<br>R 0 to R 199 999 | 2 projects or more = **7**<br>1 project only = **3** | |
| | **Score (A) =** | **A =** |

F.2.6.3.2 **Demonstrated experience of key personnel (maximum 5 points)**

Points for demonstrated experience of the bidder's key personnel to be directly involved with this contract (if awarded) will be scored based on the information supplied by the bidder in **Schedule 3.2** of Part T2.2: Returnable Schedules (also refer to F.2.6.3.2 of Part T1.2 Bid Data for explanation of quality criteria).

| **Site Agent** | | | |
|---|---|---|---|
| **Experience as Site Agent on successfully completed projects with value of** | **Points** | **Score (B1)** | |
| R200 000.00 | 3 | | |
| **OR** R100 000 to R 199 999 | 2 | | |
| **OR** less than R100 000 | 1 | | |
| **Experience as Site Agent on similar projects for** | **Points** | **Score (B2)** | |
| Between 5 and 10 years | 2 | | |
| **OR** between 1 and 5 years | 1 | | |
| | **Score (B3) = Score (B** | **B1 + B2 =** | |

One person only to qualify for each position listed above

F.2.6.3.3 **Total points for quality (maximum 25 points)**

| | | | |
|---|---|---|---|
| Similar successfully completed projects | **15** | | **= A** |
| Demonstrated experience of key personnel | **10** | | **= B** |
| **Total points for quality** | **20** | | **= A + B** |

**Note:** The minimum score for quality is **10** points. The bids of bidders that fail to achieve the minimum score for quality will **NOT** be eligible for evaluation and will be rejected.

**F.2.6 Local office**

In order to be considered for an appointment in terms of this bid, it will be beneficial if the bidder have an office in the Western Cape Area, through which all communication with the employer will flow, and where the majority of work in terms of this bid will be carried out. The address of the local office must be indicated on **Schedule 1,** Part T2: Returnable Documents, and which will be regarded as the domicilium citandi et executandi for the purposes of any contract arising from this bid submission

F.2.7 **Compulsory Clarification meeting attendance**

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

A compulsory clarification meeting will take place on Tuesday, 05 September 2017. Attendees are to meet at the **Tulbagh Town Hall, Van Der Stel Street, Tulbagh at 10:00**, where after the bidders must proceed to the site to familiarize themselves with the site specific conditions.

**Please note that no grace period will be given to late comers at the clarification meeting** (Witzenberg Municipality does possess a site/ clarification procedure manual and prospective bidders can obtain a copy of the manual from the Municipalities Supply Chain unit).

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.12 **Alternative bid offers**

F2.12.1 Alternative bids will not be considered in accordance with guidelines of Standard Conditions.

F.2.13 **Submitting a bid offer**

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, by hand in **non-erasable black ink**.

F.2.13.3 Parts of each bid offer communicated on paper shall be submitted as an original.

F.2.13.4 The bid shall be signed by a **person duly authorized** to do so. Please refer to and complete **Schedule 7**. Bids submitted by **joint ventures** of two or more firms shall be accompanied by the document of formation of the joint venture, **Schedule 8,** authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Please complete **Schedule 8** in this regard.

F.2.13.5 The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:

| | |
|---|---|
| **Location of bid box:** | Bid Box at entrance of Witzenberg Municipality Office |
| **Physical address:** | Witzenberg Municipality, **50 Voortrekker Street, Ceres, 6835** |
| **Identification details:** | **BID NO. 08/2/15/19, SUPPLY, DELIVERY AND INSTALLATION OF DIAMOND MESH FENCING FOR TULBAGH LANDFILL SITE**, name and address of the bidder and the closing date and time of the bid must appear on the outside of the envelope that contains the bid |

Sealed bids with the identification details on the envelope must be placed in the appropriate official bid box at the abovementioned address before the closing time. Bidders who fail to comply with the marking instructions will be rejected.

F.2.13.6 A two-envelope procedure will **not** be followed.

F.2.15 **Closing time**

F.2.15.1 The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid. Telephonic, facsimile or e-mailed bid offers will not be accepted.

F.2.16 **Bid offer validity**

The bid offer validity period is 90 days. The Municipality reserves the right to request an extension of the validity period if deemed necessary.

F.2.17 **Clarification of bid offer after submission**
A bid may be rejected as non-responsive if the bidder fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request.

F.2.23 **Certificates**

F.2.23.1 **Tax Clearance Certificate**
Bidders shall complete **Schedule 9**: Declaration of Good Standing Regarding Tax in Part T2: Returnable Documents and submit/append documentary evidence/proof in the form of an original valid Tax Clearance Certificate issued by the South African Revenue Service's office where the bidder is registered for income tax purposes. Failure to properly complete **Schedule 9** in Part T2: Returnable
Documents and/or to provide a valid Tax Clearance Certificate will prejudice the bid and it will be rejected for such reason.

The bidder must have in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services. If an original Tax Clearance Certificate is not included with the tender submitted, a copy thereof will be accepted subject to the Tenderer providing the necessary PIN for the Employer to assess the validity of the certificate on the SARS database.

Each party to a Consortium / Joint Venture shall submit a separate valid Tax Clearance Certificate.

## F.3 The Employer's undertakings

F.3.4 **Opening of bid submissions**

F.3.4.1 The time and location for opening of the bid offers is:

Time: **12h00, 14 September 2017**
Location: Council Chambers, Witzenberg Municipality, 50 Voortrekker Street, Ceres 6835.

F.3.8 **Test for responsiveness**
Bids will be considered non-responsive if, inter alia:

- The bidder does not comply with the eligibility criteria listed in F2.1 above.
- The bidder has failed to complete and sign and attach requested information to all Documents.

F.3.11 **Evaluation of bid offers**

F.3.11.1 **General**
The procedure for the evaluation of responsive bids is **Method 2** for the financial offer and preferences. The Municipality reserves the right not to award the lowest or any bid.

F3.13 **Acceptance of bid offer**

F.3.13.1 Bid offers will only be accepted if:

a) The bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations (**Append to Schedule 9**);

The bidder or any of its directors is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

b) The bidder has not:

i) abused the Employer's Supply Chain Management System; or
ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months
iii) failed to perform on any previous contract and has been given a written notice to this effect;

c) The bidder has completed the Compulsory Enterprise Questionnaire (**Schedule 1)** and there are no conflicts of interest that may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process.

F.3.13.2 **Notification of decision and appeal period**
If the Supply Chain Management Bid Adjudication Committee, or the Municipal Manager, has resolved that a bid be accepted, the successful and unsuccessful bidders shall be notified in writing of this decision.

Section 62 of the Local Government Municipal Services Act 2000 (Act 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within **21 days** of notification of the decision.

Any bidder wishing to exercise this right must submit their appeal in writing to the Municipal Manager, PO Box 44, Ceres, 6835. The format of the appeal must:

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

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

The notification of decision sent to the successful bidder is not acceptance in terms of the form of offer and acceptance and no rights shall accrue to the successful bidder in terms of this notification.

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

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

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

**ADDITIONAL CONDITIONS OF BID**

The additional conditions of bid are:

**1. Negotiations with preferred bidders**

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

a) does not allow any preferred bidder a second or unfair opportunity;

b) is not to the detriment of any other bidder; and

c) does not lead to a higher price than the bid as submitted.

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

**2. General supply chain management conditions applicable to bids**

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

a) has furnished the Municipality with that provider's:
   - full name;
   - identification number or company or other registration number; and
   - tax reference number and VAT registration number, if any;

b) has indicated whether:
   - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
   - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
   - whether a spouse, child or parent of the provider or of a director, manager, share holder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or

c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
   - who is in the service of the state;
   - if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
   - who is an advisor or consultant contracted with the Municipality.

In this regard, bidders shall complete **Schedule 1,** Part T2: Returnable Documents: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the bid not being considered.

**3. Combating abuse of the Supply Chain Management Policy**

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

a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months:

b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory;

c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;

d) been convicted of fraud or corruption during the past five years;

e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

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

In this regard, bidders shall complete **Schedule 10**, Part T2: Returnable Documents: Declaration in terms of the Municipal Finance Management Act and in terms of Municipal Rates and Services.

Failure to complete this schedule may result in the bid not being considered.

**4. Price variations**

The rates, prices, multipliers and percentages (as applicable) bided in the activity schedule shall be final and binding and shall **not** be subject to any variation throughout the period of the contract.

**5. Information accuracy**

Bidders must make and rely on their own investigations and satisfy themselves in relation to all aspects of the project.

The Council will not be held liable for any incorrect or misleading information or omission to the disclosed information in this bid.

**6. Compliance with Occupational Health and Safety Act 1993**

Bidders are to note the requirements of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations 2014 issued in terms of Section 43 of the Act.

The bidder shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

Bidders are to note that the service provider is required to ensure that all sub-consultants/sub-contractors or others engaged in the performance of this contract also comply with the above requirements.

The service provider will be required to complete and submit to the Employer the Occupational Health and Safety Agreement (**Schedule 11**).

# Part T2: Returnable Documents

## T2.1 List of Returnable Documents/Schedules

## T2.2 Returnable Schedules

# T2.1 List of Returnable Documents/Schedules

The bidder must complete the following Schedules:

1 Returnable Schedules required only for bid evaluation purposes

- Schedule 1: Compulsory Enterprise Questionnaire
- Schedule 2: Documents of Incorporation
- Schedule 3: Schedule of similar projects satisfactorily carried out by the bidder
- Schedule 4: Proof of CIDB registration
- Schedule 5: Banking Details
- Schedule 6: Financial Institution letter of undertaking
- Schedule 7: Authority of signatory
- Schedule 8: Certificate of authority for joint ventures
- Schedule 9: Declaration of good standing regarding tax
- Schedule 10: Declaration in terms of clause 112(1) of the Municipal Finance Management Act (No. 56 of 2003) and in terms of clauses 44 and 45 of the Municipal Supply Chain Management Policy
- Schedule 11: Occupational Health and Safety Agreement
- Schedule 12: Preferential Procurement Goals
- Schedule 13: Record of Addenda
- Schedule 14: Certificate of attendance of Clarification Meeting
- Schedule 15: Estimated Monthly Cash Flow
- Schedule 16: Declaration concerning fulfillment of the Construction Regulations, 2014

2 Other documents required to be submitted only for bid evaluation purposes:

- Certificate of Contractor registration issued by the Construction Industry Development Board
- An original valid Tax Clearance Certificate issued by the South African Revenue Services
- Particulars of any contracts awarded by an organ of state during the last five years including particular any material non-compliance or dispute concerning their execution over this period
-

3 Returnable Schedules that will be incorporated into the contract:

- Record of Addenda to Bid Documents
- Preferencing Schedule where preferences are granted in respect of B-BBEE
- Declaration concerning fulfillment of the Construction Regulations, 2014

4 Other documents that will be incorporated into the contract:

- Form of Offer and Acceptance
- Contract Data
- Form of Guarantee
- Agreement in terms of section 37(2) of the Occupational Health and Safety Act No. 85 of 1993
- Pricing Schedule

# T2.2 Returnable Schedules

**SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONAIRE**

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

**Section 1: Name of enterprise: . . . . . .**

**Physical address of enterprise: . . . . . .**

**. . . . . .**

**. . . . . .**

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

**Section 3: CIDB registration number, if any: . . . . . .**

**Section 4: Particulars of sole proprietors and partners in partnerships**

| Name* | Identity number* | Personal income tax number* |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

**Section 5: Particulars of companies and close corporations**

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

**Section 6: Record of service of the state**

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

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

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

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

*Insert separate page if necessary

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

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

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

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

*insert separate page if necessary

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

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

**SIGNED ON BEHALF OF BIDDER**: . . . . . .

## SCHEDULE 2: DOCUMENTS OF INCORPORATION

The bidder must attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or trust.

**SIGNED ON BEHALF OF BIDDER**: ……

**SCHEDULE 3.1: SCHEDULE OF SIMILAR PROJECTS SATISFACTORILY CARRIED OUT BY THE SERVICE PROVIDER**

**NOTE:** REFERENCE TO A COMPANY PROFILE WILL NOT BE ACCEPTED. FAILURE TO COMPLETE THIS SCHEDULE WILL RESULT IN THE BID TO BE REJECTED.

The following is a statement of similar work successfully executed by myself/ourselves:

| Municipality /Other entity | Contact Person | Telephone number | Project description | Contract value | Date completed |
|---|---|---|---|---|---|
| | | | | | |
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**SIGNED ON BEHALF OF BIDDER**: ……

**SCHEDULE 3.2: PERSONNEL SCHEDULE**

The Bidder shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on Site, to direct and for the execution of the works, together with their qualifications, experience, positions held and highest contract value on successfully completed projects.

| ***DESIGNATION*** | *Name of* | *Summary of* | | |
|---|---|---|---|---|
| | ***(i) NOMINEE (ii) ALTERNATE*** | ***QUALIFICATIONS AND NQF STATUS*** | ***EXPERIENCE AND PRESENT OCCUPATION*** | ***HIGHEST CONTRACT VALUE ON SUCCESSFULLY COMPLETED PROJECT*** |
| *Site Agent* | | | | |
| | | | | |
| | | | | |

Attach additional pages if more space is required.

## Proof of all the above must be attached

**SIGNED ON BEHALF OF BIDDER**: ……

**SCHEDULE 4: PROOF OF CIDB REGISTRATION**

The bidder must attach to this page proof of CIDB registration of **1SQ** or higher or proof of application for registration submitted.

**SIGNED ON BEHALF OF BIDDER**: ……

**SCHEDULE 5: BANKING DETAILS (Not Applicable)**

The bidder must provide all relevant banking details in table below:

Financial Institution : ……

Contact Person : ……

Branch : ……

Account Number : ……

Name of Account Holder :……

We hereby give Witzenberg Municipality the permission to obtain the necessary bank codes from our financial institution.

**SIGNED ON BEHALF OF BIDDER**: ……

## SCHEDULE 6: FINANCIAL INSTITUTION LETTER OF UNDERTAKING

The bidder must attach to this page the letter of undertaking from their financial institution confirming that within 21 days of award, they will issue the “Form of Guarantee.”

**SIGNED ON BEHALF OF BIDDER**: ……

**SCHEDULE 7: AUTHORITY OF SIGNATORY (Company, Close Corporation or Partnership)**

In the case of a bid being submitted on behalf of a Company, Close Corporation or Partnership, assurance shall be given at the time of submission of the bid that the bid has been signed by someone properly authorized thereto by virtue of the Articles of Association, or resolution of the Directors, Members or Partners, or other authority as applicable. Signatories shall confirm their authority by completing the form below and attaching a copy of the relevant authority duly signed and dated.

I, the undersigned, declare that I am duly authorized to sign the offer on the form of offer and acceptance on behalf of ……by virtue of the Articles of Association/Resolution of the Board of Directors* or ……

* Delete whichever is not applicable, or if neither is applicable, indicate alternate authority.

**NAME:** ……

**CAPACITY:** ……

**SIGNATURE:** ……

**DATE:** ……

**WITNESSES:** **1.**……

**2.** ……

**DETAILS OF BIDDER (THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

| | |
|---|---|
| Name of firm / entity / enterprise | |
| Trading as<br>(if different from above) | |
| Postal address | |
| Physical address | |
| Contact Details of the **Person Signing the Bid:** | Name: _____<br>Telephone: _____Fax:_____<br>Cellular Telephone:_____<br>e-mail address:_____ |
| Contact Details of the **Senior Manager Responsible for Overseeing Contract Performance:** | Name: _____<br>Telephone: _____Fax:_____<br>Cellular Telephone:_____<br>e-mail address:_____ |
| Contact Details of the Bidder's proposed **Project Manager who will represent the Bidder in the implementation processes:** | Name: _____<br>Telephone: _____Fax:_____<br>Cellular Telephone:_____<br>E-mail address:_____ |
| Company Income Tax no. | |
| VAT registration no. | |
| Company registration no. | |
| Any other Registration applicable to this Industry | |
| Bidder's banking details | Name of account holder: _____<br>Name of Bank: _____<br>Bank Account Number:_____<br>Branch Code:_____ |

**THE FOLLOWING MUST BE COMPLETED BY THE BIDDER (please tick the applicable box):**

1. Has an original and valid tax clearance certificate been attached? (MBD 2) **YES □/ NO □**

2. Has a B-BBEE status level verification certificate been submitted? (MBD 6.1) **YES □/ NO □**

(a) If yes, who was the certificate issued by?

(i) An accounting officer as contemplated in the Close Corporation Act (CCA) □

(ii) A verification agency accredited by the South African National Accreditation System (SANAS) □

(iii) A Registered Auditor □

**A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.**

3. Are you the accredited representative in South Africa for the goods/services/works offered? YES □/NO □

**(a) If yes, please attach proof**

**SCHEDULE 8: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr/Ms ……..……., authorized signatory of the company, close corporation, or partnership ……..……..., acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

| **NAME OF FIRM** | **ADDRESS** | **DULY AUTORISED SIGNATORY** |
|---|---|---|
| | | Signature…….. Name…… Designation…….. |
| | | Signature…….. Name…… Designation…….. |
| | | Signature…….. Name…… Designation…….. |
| | | Signature…….. Name…… Designation…….. |

**Note:**

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.

**SCHEDULE 9: DECLARATION OF GOOD STANDING REGARDING TAX**

1. Name of tax payer/BIDDER:

2. Trade name:

3. Identification number (if applicable):

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | |

4. Company/Close Corporation registration number:

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | |

5. Income tax reference number:

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | |

6. VAT registration number (if applicable):

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | |

7. PAYE employer's registration number (if applicable):

| | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | |

**DECLARATION TO BE MADE BY BIDDER**

I, ……

the undersigned, the above taxpayer/BIDDER, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:

(i) have been satisfied in terms of the relevant Acts, or

(ii) that suitable arrangements have been made with the Receiver of Revenue,

to satisfy them.*

. . . . . .. . . . .

**MBD 2**

## TAX CLEARANCE CERTFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full a TCC 001 form "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

**SCHEDULE 10: DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) AND IN TERMS OF CLAUSES 44 AND 45 OF THE MUNICIPAL SUPPLY CHAIN MANAGEMENT POLICY**

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

I, _____, _____ (full name and ID no.), the undersigned, declares that I am duly authorized to act on behalf of _____ (name of the firm) and hereby declares, that to the best of my personal knowledge, no director / member of said firm is

i) a person who has been convicted of fraud or corruption during the past 5 years.
ii) a person, who willfully neglected, reneged on or failed to comply with a government contract during the past 5 years.
iii) a person whose tax matters is not cleared by the South African Revenue Services.
iv) a person who is in service of the state.
v) a person who is an advisor or consultant contracted with the Employer.
vi) a person who's municipal accounts at any municipality or municipal entity is in arrears for longer than 3 (three) months.

I further declare that the above mentioned BIDDER is **not**

- ❑ a municipal accountholder anywhere in the Republic of South Africa,
- ❑ 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.

(DELETE WHICH IS NOT APPLICABLE AND INITIAL)

Further to the above I herewith disclose the particulars of any spouse, child or parent who is in the service of the state, or has been in the service of the state in the previous twelve months. (State refers to National, Provincial or Local Government or any National, Provincial or Local Government Entity)

Name of that person: _____

Particulars of Employer: _____
Capacity in which that person is in the service of the state: _____

PRINT FULL NAME: _____ SIGNATURE: _____

DULY AUTHORISED TO SIGN ON BEHALF OF: _____

ADDRESS: _____

_____

_____ Postal Code: _____

CONTACT NUMBER: TEL. No. _____CELL No. _____

FAX No. _____ E-mail Address:_____

Signed and sworn to before me at _____ on this _____day of _____ 20____

by the Deponent, who has acknowledged that he / she knows and understands the contents of this Affidavit is true and correct to the best of his / her knowledge and that he / she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his / her conscience.

COMMISSIONER OF OATHS: _____

**SCHEDULE 11: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

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

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

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

I, ……..……..…… , representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: ..... Policy No.: .....

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

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

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

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

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

_____ _____
**Witness** **Mandatory**

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

_____ _____
Witness for and on behalf of
WITZENBERG MUNICIPALITY

## OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.

2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.

3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.

4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.

5. Discipline in the interests of occupational health and safety shall be strictly enforced.

6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.

7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.

8. No substandard equipment/machinery/articles or substances shall be used on the site.

9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.

10 The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.

11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.

12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.

13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

## SCHEDULE 12: PREFERENTIAL PROCUREMENT GOALS

**Objective**

(i) To comply with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), any amendments and regulations;

(ii) To comply with the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003), any amendments and regulations; and

(iii) To effect a preference for local business and secondly an additional preference for people from historical disadvantaged backgrounds.

**Strategy**

A) That the following maximum points, as detailed in B below, is allocated as follows

| Evaluation Criteria | Weighting |
|---|---|
| **2.1 Price** | 80 |
| **2.2 B-BBEE status level of contribution** | 20 |
| **Total** | 100 |

**B) Evaluation criteria:**

**1. Price**

The number of points times the difference between the specific bid and the lowest bid as a percentage above the lowest bid.

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

Where

Ps = Points scored for price of bid under consideration

Pt = Rand value of bid under consideration

Pmin = Rand value of lowest acceptable bid

**2. Pre-qualification Criteria**

Refer to F.2.1 on page 7 of this bid document.

## 2.2 RELEVANT EXPERTISE

Proposed team/individuals:
Relevant experience and competencies *List of recent work undertaken in similar/related fields *

| Name | Responsibility in team | Qualifications | Professional registrations | Relevant expertise /competencies | Relevant Experience |
|---|---|---|---|---|---|
| | | | | | |
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** Specifically expertise and related work should relate to Bid evaluation criteria*

## 2.3. PREVIOUS EXPERIENCE

Indication of Competence / Ability to Perform Successfully

**List of recent previous work of a similar nature undertaken by the firm in the proposed team**

| Description of Project | Client contact details | | | Value of Contract | Year Completed* |
|---|---|---|---|---|---|
| | Name of Client | Name of Responsible Official | Telephone no | | |
| | | | | | |
| | | | | | |
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| | | | | | |

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

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

…….. ……

(Name in Print) (Signature)

…….. ……..
(Capacity) (Date)

**MBD 4**

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

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, shareholder[2]):……..

3.4 Company Registration Number: …….

3.5 Tax Reference Number:……

3.6 VAT Registration Number: ……

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

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

3.8.1 If yes, furnish particulars. ….……

……..

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

3.9.1 If yes, furnish particulars.……..……..

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with

the evaluation and or adjudication of this bid? …… **YES ☐ / NO ☐**

3.10.1 If yes, furnish particulars.

……

……

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

(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES ☐ / NO ☐**

3.11.1 If yes, furnish particulars

……

……

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

3.12.1 If yes, furnish particulars.

……

……

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

3.13.1 If yes, furnish particulars.

……

……

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

3.14.1 If yes, furnish particulars:

……

……

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

| Full Name | Identity Number | Personal income tax reference number | State Employee Number |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

…….. ……..

**Signature** **Date**

……. ……

**Capacity** **Name of Bidder**

**MBD 6.1**

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

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

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

---

### 1. GENERAL CONDITIONS

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

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

1.2 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

### 2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

**(e)** **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

**1)** B-BBEE Status level certificate issued by an authorized body or person;

**2)** A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

**3)** Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

*(j)* **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

## 3. POINTS AWARDED FOR PRICE

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

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

**80/20** **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|---|---|---|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = ……(maximum 20 points)

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

**7. SUB-CONTRACTING**

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

(***Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....……%
ii) The name of the sub-contractor……..
iii) The B-BBEE status level of the sub-contractor.....……..
iv) Whether the sub-contractor is an EME or QSE
***(Tick applicable box***)

| YES | | NO | |
|---|---|---|---|

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

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:…….

8.2 VAT registration number:……

8.3 Company registration number:…….

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company

□ (Pty) Limited
[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……

……

……

8.6 COMPANY CLASSIFICATION

□ Manufacturer
□ Supplier
□ Professional service provider
□ Other service providers, e.g. transporter, etc.
[*TICK APPLICABLE BOX*]

**8.7 MUNICIPAL INFORMATION**

**Municipality where business is situated: ……**

**Registered Account Number: …….**

**Stand Number**:…….

8.8 Total number of years the company/firm has been in business:……

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

**WITNESSES:**

1. ……

2. ……

DATE:……

……
SIGNATURE(S) OF BIDDER(S)

ADDRESS: ……..

……

**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:

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

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

| Item | Question | Yes | No |
|---|---|---|---|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?<br>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).<br>**The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.** | Yes ☐ | No ☐ |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br>**The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.** | Yes ☐ | No ☐ |

| | | | |
|---|---|---|---|
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes ☐ | No ☐ |
| 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 MONTHSs? | 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 Bidder**

**MBD 9**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] 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.**

**MBD 9**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**Bid Number: 08/2/15/19**

**Description: SUPPLY, DELIVERY AND INSTALLATION OF DIAMOND MESH FENCING FOR TULBAGH LANDFILL SITE**

in response to the invitation for the bid made by:

**WITZENBERG MUNICIPALITY**

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

I certify, on behalf of:_____that:
(Name of Bidder)

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

**[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.**

| | |
|---|---|
| …… | …… |
| **Signature** | **Date** |
| …… | …… |
| **Position** | **Name of Bidder** |

## SCHEDULE 13: RECORD OF ADDENDA

We confirm that the following communications/Addenda/Notice(s) to BIDDERs received from the Employer before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:

| ADDENDUM No | DATE | SUBJECT MATTER OF ADDENDUM / NOTICE |
|---|---|---|
| | | |

**SIGNED ON BEHALF OF BIDDER**: . . . . . .

**SCHEDULE 14: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to confirm that

BIDDER: _____

Of: _____

Address: _____

Was represented by the persons named below at the compulsory meeting held for all BIDDERs 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 bid documents in order for us to take account of everything necessary when compiling our rates and prices included in the bid.

Particulars of persons attending the meeting:

Signature: _____ Date: _____

Print Name: _____ Position: _____

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

Signature: _____ Date: _____

Print Name: _____ Position: _____

**SCHEDULE 15: ESTIMATED MONTHLY CASH FLOW**

**SIGNED ON BEHALF OF BIDDER**: . . . . . .

**SCHEDULE 16: DECLARATION CONCERNING FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2014**

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her bid for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Bidders shall answer the following questions below:

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

| | |
|---|---|
| Yes | |
| No | |

(Tick)

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

| | | |
|---|---|---|
| Own resources, competent in terms of the Regulations (refer to 3 below) | | (Tick) |
| Own resources, still to be hired and/or trained (until competency is achieved) | | |
| ……<br>……<br>……<br>…… | | |

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

   ……

   ……

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

   ……
   ……

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

   ……
   ……

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

| | |
|---|---|
| Yes | |
| No | |

(Tick)

7. I have provided all details as specified in the Health and Safety Specification.

Signature: _____ Date: _____

Print Name: _____ Position: _____

# Part C1: Agreements and Contract Data

## C1.1 Form of Offer and Acceptance

## C1.2 Contract Data

## C1.3 Form of Guarantee

# C1.1 Form of Offer and Acceptance

## 1.1.1 Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of projects numbers **08/2/15/19** in the bid **"SUPPLY, DELIVERY AND INSTALLATION OF DIAMOND MESH FENCING FOR TULBAGH LANDFILL SITE"**

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

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder 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 bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature ……

Name ……...

Capacity ……...

**for the bidder** ……(Name and address of organization)

Name and signature of witness …….. Date …….

CIDB registration number ……

## 1.1.2 Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder'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 bidder's offer shall form an agreement between the employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)
Part C2 Pricing data
Part C3 Scope of works.
Part C4 Site information

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

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the BIDDER and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.
The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

Signature ……

Name ……...

Capacity ……...

**for the employer** ……(Name and address of organization)

Name and signature of witness …….. Date …….

CIDB registration number ……

## 1.1.3 Schedule of Deviations

1. Subject_____

   Details_____

2. Subject_____

   Details_____

3. Subject _____

   Details_____

4. Subject_____

   Details_____

By the duly authorized representatives signing this agreement, the employer and the BIDDER agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder 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 bid documents and the receipt by the bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement

Signature ……

Name ……...

Capacity ……...

**for the bidder**:……(Name and address of organization)

Name and signature of witness …….. Date …….

CIDB registration number ……

# C1.2 Contract Data (Part 1)

The Conditions of Contract are the General Conditions of Contract for Construction Works (2nd Edition 2010) published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel no.: (0)11 805 5947.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

## Part 1: Data provided by the Employer

| Clause | Description |
|---|---|
| 1.1.1.13 | The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion. |
| 1.1.1.15<br>1.2.1.2 | The name of the Employer is **WITZENBERG MUNICIPALITY**<br>The Employer's address for receipt of communications and notices is :<br>Telephone: (0)23-312 1761/5 Facsimile: (0)23-312 1934<br>E-mail: shayle@witzenberg.gov.za<br>Address (Postal): PO Box 44, CERES, 6835 Address (Physical): 50 Voortrekker Street, CERES, 6835 |
| 1.1.1.16<br>1.2.1.2 | The Engineer is Mr J Jacobs<br>The Engineer's address for receipt of communications and notices is :<br>Telephone: 023 316 8154 Facsimile: 023 312 3472<br>E-mail : jjacobs@witzenberg.gov.za<br>Address (Physical): Witzenberg Municipality Technical Building<br>50 Voortrekker Street<br>Ceres<br>6835 |
| 3.1.3 | The Engineer shall obtain the specific approval of the Employer before executing any of the following functions or duties:20202023<br>a) The issuing of a variation order in terms of Clause 6.3.2. |
| 5.2.1 | The Commencement Date shall be the date of Confirmation of Receipt referred to in C1.1: Form of Offer and Acceptance |
| 5.3.1 | The documentation required before commencement with the Works execution is:<br>1. Performance Guarantee<br>2. Letter of Good Standing<br>3. Insurance<br>4. Initial Programme<br>5. Occupational Health and Safety Agreement |
| 5.3.2 | The time to submit documentation from commencement date is fourteen (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 | Description |
|---|---|
| | Clause 4.8 apply and where ongoing use by the general public is required.<br>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site |
| 5.8.1 | The non-working days are Sundays<br>The special non-working days are:<br>1. All Gazetted public holidays falling outside the year end break<br>2. The year-end break as promulgated by SAFCEC |
| 5.12.2.2 | No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However , in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist and an extension of time be claimed in accordance with the provisions of Clause 5.12.<br>The number of days indicated below shall be regarded as a fair estimate of the days to be anticipated and allowed for as described above:<br>January 1 day<br>February 1 day<br>March 1 day<br>April 2 days<br>May 5 days<br>June 6 days<br>July 6 days<br>August 6 days<br>September 3 days<br>October 3 days<br>November 2 days<br>December 1 day<br>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day is experienced.<br>It shall be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained. |
| 6.8.2 | *Add the following to Clause 6.8.2:* |
| | The Contract Price shall **not** be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract. |
| | Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. |
| 6.8.4 | *Add the following to Clause 6.8.4:*<br>Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price. |
| 6.10.1.5 | *Add the following to Clause 6.10.1.5*<br>The percentage advance on materials not yet built into the Permanent Works is **80%.** |
| 6.10.3 | *Add the following to Clause 6.10.3*<br>The percentage retention on the amounts due to the Contractor is **10%**. The “Limit of retention money” shall be **5%** of the accepted contract value. |
| 6.10.4 | *Add the following to clause 6.10.4:*<br>Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment |

| Clause | Description |
|---|---|
| | certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work. |
| 6.10.5.3 | *Add the following to clause 6.10.5.3:*<br><br>The Defects Liability Period is **12** months from the date of certificate of completion. |
| 8.6.1.1.3 | The amount to cover professional fees for repairing damages and loss to be included in the insurance sum is 10% of the value of the repair work. |

# C1.2 Contract Data (Part 2)

## Part 2: Data provided by the Contractor

| Clause | Description |
|---|---|
| 1.1.1.9 | The name of the Contractor is .....<br>.....<br>*[Enter the Legal name of the Contractor]*. |
| 1.2.1.2 | The Contractor's address for receipt of communications and notices is :<br>Telephone: ..... Facsimile: .....<br>E-mail : .....<br>Address (Postal) : ..... Address (Physical) : .....<br>..... .....<br>..... ..... |
| 1.1.1.14 | The time for completing the Works is ..... weeks |

## 1.2.2 Special Conditions of Contract

The Employer undertakes that the only departures from the Clauses of the General Conditions of Contract 2007 (First Edition) are as numbered and set out below:

1.1.14 **The employer**

"Employer" means WITZENBERG MUNICIPALITY.

1.1.15 **The engineer**

"Engineer" means any technical expert appointed by Witzenberg Municipality

1.10 **References to clauses**

"Any reference in the context of these Special Conditions of Contract to a 'Clause' or 'Sub clause' shall be deemed to be a reference to the relevant Clause or Sub clause in the General Conditions or Contract and/or in these Special Conditions of Contract, unless specifically indicated otherwise".

6 **Subcontracting**

"Where the Contract includes work to be performed by a Nominated Subcontractor, the Contractor shall enter into a Subcontract Agreement with the Nominated Subcontractor for such work. The conditions of the Nominated Subcontract shall be the 'Subcontract Agreement and Subcontract Conditions, First Edition (July 1978)'".

7.1 **Surety ship**

"The absence of the submission of a cash deposit or acceptable surety within the 14 days from award shall serve as sufficient reason for the Employer to cancel the Contract and no expenses incurred by the Contractor with regard to the Contract shall be borne by the Employer."

**Contractor's failure to commence with the works**

"In the event of failure by the Contractor to submit an acceptable surety in terms of Sub clause 10 hereof within the period stated and acceptable evidence of the required Insurance within the period(s) stated, the Engineer shall be entitled to delay the 'Order to commence the Works', until after the 28 day period specified above by a period equal to the period of failure by the Contractor."

12.2 **Programme**

"The programme shall be presented as a detailed schedule covering all the construction activities and indicating these on a weekly time basis. It shall clearly indicate the sequence in which the Contractor proposes to construct the Works and shall contain a diagram indicating the anticipated value of work to be performed on a monthly basis"

14.5 **Site instruction book**

"The Contractor shall, at his own expense, provide an A4 quadruplicate carbon copy book as a site instruction book throughout the construction period. This book shall be kept in safe custody on the Site by the Contractor and shall be accessible to the Engineer, the Engineer's Representative and the Contractor at all times during normal working hours. The book shall be used by the Engineer or his Representative for the purposes of confirming any verbal information or instruction given to the Contractor and for day-to-day instructions to the Contractor. It shall be used by the Contractor to submit written notice as required by any relevant Clause of the Conditions of Contract and to furnish any information on the execution of the Work that may be requested by the Engineer's Representative. The date shall be inserted against all entries and one copy of each entry issued by both parties shall remain in the book. The book shall be renewed by the Contractor when full. In the event of the Contractor losing the book, the Engineer's version of the lost entries shall be deemed to be correct and binding on the Contract."

20.3 **Accommodations and care of employees**

"The toilet facilities to be installed by the Contractor at his own expense shall comply with the requirements of the relevant statutory authority."

22.1 **Contractor's superintendence**

"At the commencement of the Works, the Contractor shall officially identify his authorised Agent or Representative for the execution of the Works to the Engineer and he shall notify the Engineer in writing if such person is replaced at any time during the execution of the Works".

35.1.1 **Insurance of works**

"As well as the materials for the permanent works not stored on the Site, including their delivery and unloading on the Site,"

35.1.3 **Liability insurance**

"The insurance shall be for the required minimum amount per event as stated in the contract data, the number of events being unlimited."

35.9 **Contractor shall claim**

"In the event of any claim arising from the policy referred to in terms of this Clause, the Contractor shall immediately take all the necessary steps to submit his claim on the joint behalf of himself and the Employer and to submit copies of all claims and related documents to the Engineer. The claim submitted to the Contractor shall include the costs of repair and making good as required in terms of Sub clause 35(1) hereof."

37 **Valuation of Variations**

"and provided further that, in order to assist the Engineer to determine such other rates or prices, the Contractor shall, if required to do so, make his original bid calculations available to the Engineer."

37.2. **Day works**

“Gross remuneration” shall include the following:

Basic wage
Holiday fund stamp
Unemployment insurance
Employee’s compensation
Service bonus

42.1 **Time for completion**

"The time for completion of the Works shall be reduced by the period of delay, if any, in the issue of the 'Order to Commence the Works' if such delay is due to the fact that the Contractor failed to furnish an acceptable surety and insurance policies within the specified period."

42.2 **Extension of time for completion**

"The extension of time for completion as a result of extra or additional work, adverse physical conditions or conditions due to adverse weather conditions shall be granted only if such work or conditions have an effect on the work critical to the programme."

42.5 **Shortage of material**

"If the Contractor, during the preparation of his bid, bases his unit prices on prices obtained from specific material or suppliers, it shall be assumed that the Contractor has ascertained that such material is available continuously for the execution of the contract.

No extension of time shall be granted if material cannot be obtained locally but can be obtained elsewhere in the country and no additional remuneration shall be granted for increased costs in obtaining the material elsewhere in the country."

42.6 **Availability of petroleum products**

"If, for reasons outside the control of the Contractor, a curtailment or disruption in the supply of petroleum products occurs during the contract period that fundamentally affects the execution of the works for a period of at least 30 days, the Contractor shall make all reasonable effort to complete the work and shall be entitled to an extension of the time for completion and to such adjustment of the contract amount as the Engineer may deem reasonable, with regard to all important and relevant factors directly responsible for and having a direct effect on such curtailment or disruption, including the Contractor's site and overhead costs with regard to the contract."

44.2 **Work to be measured**

"The form and contents of the Contractor's Statement shall comply with the requirements of the Engineer and shall be approved by him."

44.6 **Valuation of materials on site**

"In terms of Sub clause 44.2 hereof, the Contractor shall, together with his monthly statement, submit duplicate copies of invoices or receipts of the purchase and delivery of the Materials on Site for which he claims payment. The valuation of such materials shall be based on the value of the purchase price and delivery cost as reflected by the relevant invoices or receipts and such value shall exclude discounts to the Contractor; always provided that the Engineer reserves the right to base the valuation and payment of the 'Materials on Site' on rates or prices as far as possible consistent with the rates or prices set out in the Contract and deemed by him to be fair and just under the circumstances."

47.5 **Extension of time resulting from abnormal climatic conditions**

The Contractor shall make allowance in his bided rates, prices and programme for the normal rainfall and adverse weather conditions that may exist during the contract period. All necessary steps shall be taken to proceed with the works despite inclement weather.

The numbers of days per month on which work is expected not be possible as a result of normal rainfall for which the Contractor shall make provision, is given in the table below, and in his bided rates, prices and programme the Contractors shall allow at least for the number of working days listed for each month. Only the number of days lost as a result of adverse weather conditions exceeding the number of days listed in this table shall qualify for extension of time.

**EXPECTED NORMAL RAINFALL WEATHER**

| Month | Average monthly rainfall (mm) | Expected number of working days lost as result of normal rainfall |
|---|---|---|
| January | 21,9 | 1 |
| February | 31,7 | 1 |
| March | 38,2 | 1 |
| April | 63,4 | 2 |
| May | 148,0 | 5 |
| June | 181,8 | 6 |
| July | 171,4 | 6 |
| August | 181,2 | 6 |
| September | 89,7 | 3 |
| October | 71,2 | 3 |
| November | 47,3 | 2 |
| December | 30,0 | 1 |
| TOTAL | 1075.8 | 37 |

Should the Contractor wish to submit a claim for extension of time for the completion of the Works due to the Works being delayed by reason of exceptionally inclement weather, he shall do so in writing and with the following details:

- The times work was stopped and recommenced.

- A motivation for the reasons construction could not continue, with reference to the critical activity on the agreed construction programme.

- A report on active resources on site at the time of the disruption, which shall be certified by the Engineer's Representative or Clerk of Works.

- The circumstances surrounding any instruction by a third party to stop work due to inclement weather.

The Contractor shall submit to the Engineer claims for all time lost due to inclement weather within 1 working day of the claim day, duly certified by the Engineer's representative or Clerk of Works. A record of inclement weather will be kept and recorded at site meetings on a regular basis. Only when all parts of the contract have been handed over will claims, if any, be considered for exceptionally inclement weather. The onus is on the Contractor to prove these claims.
The delays granted in terms of this Clause shall not automatically result in an overall extension of time being granted for completion of the Works unless the effect is clearly applicable to the critical path of the agreed construction programme activities and affects weather sensitive work.
When considering extension of time for abnormal climatic conditions, the effect of the loss of the total working days per annum due to normal inclement weather, as indicated in the abovementioned table, shall be taken cumulatively over the whole contract period. If the contract is less than one year the appropriate number of expected days of normal rainfall weather will be calculated on a pro-rata basis.

48.1.4 **Claim procedure**

"The Contractor shall continue with the execution of the Works during the period that any claim made by him is pending in terms of this Clause. No claim made by him shall be considered if submitted after the Final Certificate in terms of the Contract, has been issued.

The Employer shall not be bound by any claim for any adjustment to the 'Contract Price' or to the rates or prices or the 'Time for Completion' unless expressly agreed to in writing."

**59. Targeted procurement**

*The following additional conditions of contract are part of this contract:*

59.1 Failure by the Contractor to honour undertakings given or stated by him in his bid pertaining to Targeted Procurement shall be a reason for termination of this contract by the Employer.

59.2 If the bid adjudication points awarded to the Contractor are later found to be based on incorrect or false information, or the conditions pertaining to the award of points are not met, the Contractor shall pay the Employer an amount equal to one and a half multiplied by the product of the number of falsely claimed bid adjudication points and the Bid Amount exclusive of VAT, divided by 100.

**60. Employment of local labour and conditions of temporary employment**

It is the intention that the local community be involved in this project and that a proportion of the labour employed on the contract shall be recruited from the Witzenberg Municipal Area.

A minimum of 3 additional job opportunities must be created by employing local laborers from Witzenberg Municipal Area for the duration of the contract.

The aims of this community involvement will be to offer members of the local community the opportunity to obtain temporary employment. It will also enable temporary workers to increase their level of experience and enhance their ability to secure future employment.

The construction is to be planned in such a way that those operations that can be done reasonably by means of hand labour are so carried out.

Although it is the intention that as many activities as possible be carried out by labour based methods, the Contractor may propose to the Engineer alternative ways in which the work is carried out. The Engineer's approval of these alternative methods will not be unreasonably withheld from the Contractor.

The Contractor shall submit detailed weekly labour returns to the Engineer indicating the numbers of temporary local personnel employed on the works and the activities on which they were engaged.

Proof of residence and copies of identity documents of the additional local laborers must be provided to the Engineer by the Contractor and attached to the weekly labour returns.

The following conditions of work shall complement the conditions of employment described above:

Protective clothing shall be supplied to an employee in accordance with the requirements of the Occupational Health and Safety Act.

Persons under the age of sixteen years shall not be permitted to work on this project.

The Contractor must comply with the requirements of the current labour laws regarding the employment of temporary workers.

# C1.3 Form of Guarantee

**Contract No 08/2/15/19** . . . . . .. . . . . .

WHEREAS **The Witzenberg Municipality** (hereinafter referred to as the Employer") entered into, a Contract with:
. . . . . .. . . . .

(hereinafter called "the Contractor") on the . . . . . day of . . . . . .20. . . . . .. . . . . ,

for. . . . . .. . . . . .. . . . . .. . . . . .

At . . . . . .. . . . . .. . . . . .. . . . . .

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS . . . . . .
has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE . . . . . do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.

2. This guarantee shall be limited to the payment of a sum of money.

3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the Guaranteed Sum of . . . . . .

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

6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.

7. We hereby choose our address for the serving of all notices for all purposes arising here from as

. . . . . .

. . . . . .

. . . . . .

IN WITNESS WHEREOF this guarantee has been executed by us at . . . .. . . . . .

on this . . . . . day of . . . . . 20 . . . . . .. . . . . .

Signature . . . . . .

Duly authorized to sign on behalf of . . . . . .

Address . . . . . As witnesses: 1 . . . . . .

. . . . . 2 . . . . . .

. . . . . .

# Part C2: Pricing Data

## C2.1 Pricing Instructions

## C2.2 Schedule of Quantities

## C2.3 Day work Schedule

# C2.1 Pricing Instructions

The Schedule of Quantities consists of items covering the measurement and payment of the Contractor's costs for general liabilities, the construction of temporary and permanent works, maintenance (when specified) and profit.

The Conditions of Bid, Conditions of Contract, Specifications (including the Project Specification) and Drawings shall be read in conjunction with the Schedule of Quantities.

1. **Rates and Prices**

   The price to be inserted in the Schedule of Quantities shall be the full inclusive price to be paid by the Employer for the work described under Part 3.1 Descriptions of Works. Such price shall cover all costs and expenses that may be required in and for the construction of the work described and the cost of all general risks, liabilities and obligations set out or implied in the documents on which the bid is based.

2. **Method of Measurement and Payment**

   The Schedule of Quantities consists of a fixed prize only.

3. **Descriptions, Directions and References**

   Descriptions and directions of materials to be used and works to be executed given in the Schedule of Quantities are for identification purposes only, are abbreviated and are not necessarily complete.

4. **Nett Measurement**

   N/A

5. **Sales Tax and Surcharge**

   The bid rates and prices, including (where applicable) rates for Day work Items, shall include any relevant statutory surcharge(s) as applicable at the time of the closing of the bid, but exclude Value Added Tax (VAT).

6. **Errors in the Priced Schedule**

   Responsive bids will be checked for arithmetical errors and corrected in the following manner:

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

7. **Rejection of Bid**

   A bid may be rejected if the price is, in the opinion of the Employer, obviously unreasonable, out of proportion high or low measured against the other tenders received. No reasons for rejection will be given other than the above.

8. **Use of the Schedule of Quantities**

   N/A

9. **Entries**

   The bidder shall make all entries in the Bill of Quantities in legible **BLACK INK**.

# C2.2 Schedule of Quantities

## WITZENBERG MUNICIPALITY

## CONTRACT NO 08/2/15/19

| Item No | Description | Unit | Qty | Rate | Amount (excl. VAT) R C |
|---|---|---|---|---|---|
| | **SCHEDULE A: SECURITY FENCE** | | | | |
| 1. | **ESTABLISHMENT** | | | | |
| 1.1 | Establishment costs (Tulbagh) | sum | 1 | | |
| 2 | **CLEAR SITE** | | | | |
| 2.1 | Clear & grub fence line (Tulbagh) | $m^2$ | 430 | | |
| 3 | **FENCING** | | | | |
| 3.1 | Diamond mesh security fence as specified (Tulbagh) | m | 430 | | |
| **SUBTOTAL** | | | | | **R** |
| **15% CONTINGENCIES** | | | | | **R** |
| **TOTAL BID PRICE (Excl. VAT)** | | | | | **R** |
| **14% VAT** | | | | | **R** |
| **TOTAL BID PRICE (Incl. VAT)** | | | | | **R** |

I, the undersigned, do hereby declare that the above is a properly priced Schedule forming part of this Contract Document upon which my/our bid for Contract has been based.

DATE: ..... SIGNATURE:.....
On behalf of the BIDDER

# C2.3 Day work Schedule

## C2.3.1 General

Day work shall be deemed to be work (including stand-by time) and/or material which are measured and valued in terms of Time and Cost and the Day work Schedule shall only be used for the valuation of any additional or substituted work and/or material which cannot, in terms of Sub clause 37.2 of the General Conditions of Contract, conveniently be valued at rates and prices so far as possible consistent with rates and prices set our in the Schedule of Quantities.

The Engineer may order work on a day work basis and the Contractor shall execute such day work under Sub clause 37.2 of the General Conditions of Contract. Day work shall be measured and paid according to the prescriptions provided in the Standard System of Measurement of Civil Engineering Quantities. (Clause 21 of Chapter VII of QCE).

The fixed unit rates tendered in the Schedule of Quantities and/or the percentage allowance tendered or stated in the Day work Schedule (as the case may be) for addition to the actual Nett costs for Materials, Labour and mechanical Plant hire rates must provide for inclusion of all items and costs as detailed in Sub clauses 21.6 and 21.6 and 21.7 of Chapter VII of QCE. The said unit rates or the said actual costs plus percentage allowances must make out the total expenses of the Employer; provided always that, in respect of Labour and Plant it shall be applicable to such workmen and to such plant as should be available on the Site of Works for the due execution of the Works in terms of the Contract.

The percentage allowance to be added (if applicable) to actual Nett costs shall not be subject to price adjustment, but the unit rates tendered shell be subject to price adjustment in terms of the Conditions of Contract.

Should the Terderer fail to complete any of the items listed below, this tender will be regarded as incomplete.

## C2.3.2 Materials

The percentage allowance to be added to the actual nett cost of materials supplied and delivered will be 30%, unless otherwise tendered below.

| | | |
|---|---|---|
| Item DM. | Percentage allowance on Nett cost of MATERIALS supplied and delivered on Site: | _____% |

## C2.3.3 Labour

The percentage allowance to be added to the gross remuneration of workmen actually engaged will be 50%, unless otherwise tendered below.

| | | |
|---|---|---|
| Item DL. | Percentage allowance on gross remuneration of the workmen Actually engaged, i.e. LABOUR: | _____% |

## C2.3.4 Plant

The percentage allowance to be added to the actual Nett cost of mechanical plant at hire rates (according to preliminary agreement), will be 15% unless otherwise tendered below.

| | | | |
|---|---|---|---|
| Item DP. | Percentage allowance on Nett costs of pre-agreed hire rates for PLANT | | |
| | DP.1 | Plant Working Time : | _____% |
| | DP.2 | Plant Stand-by Time: | _____% |
| | DP.3 | Transport of Plant: | _____% |

DATE:.....SIGNATURE.....
On behalf of the BIDDER

# Part C3: Scope of Work

## C3.1 Description of Works

## C3.2 Engineering

## C3.3 Procurement

## C3.4 Construction

# C3.1 Description of Works

## Employers objective

The employer's objectives are to invite bids for the **SUPPLY, DELIVERY AND INSTALLATION OF DIAMOND MESH FENCING FOR TULBAGH LANDFILL SITE**

## Extent of the Works

The work to be carried out under the contract is as provided for in item C3.4 Construction. Any scope changes/variations instructed by the engineer will be measured and paid for at the rates tendered in the Schedule of Quantities.

## Location of the Works

The site is situated in the Witzenberg Area:

# C3.2 Engineering

Not Applicable.

## C3.2.1 Drawings

# C3.3 Procurement

## C3.3.1 Preferential Procurement Procedures

Preferential procurement information required from contractor (see T2: Returnable Schedules, schedule 12) must be completed in full and handed in with the bid.

# C3.4 Construction

## C3.4.1 Works Specification

**PART 1: THE WORKS**

PS 1 **GENERAL DESCRIPTION OF CONTRACT**

The contract entails the **SUPPLY, DELIVERY AND INSTALLATION OF DIAMOND MESH FENCING FOR TULBAGH LANDFILL SITE**

PS 2 **SPECIFICATIONS**

**Please mark the appropriate box in the columns below and provide details of deviations from the specifications as indicated.**

| SPECIFICATION | | COMPLY | | |
|---|---|---|---|---|
| | | **Yes** | **No** | **Details of deviations. If not sufficient space, attach annexure of deviations** |
| **1** | **SUPPLY, DELIVERY AND INSTALLATION OF DIAMOND MESH FENCING FOR TULBAGH LANDFILL SITE** | | | |
| **1.1** | 430m Diamond mesh fencing height 3m- estimate | | | |
| **1.2** | Straining post – 3m × 76mm × 2mm with overhang of 450 mm – every 50 meters | | | |
| **1.3** | Standard pole 3m × 50mm × 2mm with overhang of 450 mm – 3m centre to centre | | | |
| **1.4** | Post must be concreted of 600mm × 600mm × 750 mm deep. | | | |
| **1.5** | Stays 3m × 50mm × 2mm with hang over of 450 mm | | | |
| **1.6** | Straining wire 4mm and tie wire 1,6mm | | | |
| **1.7** | The straining wire shall be secured to each post with a tie wire, and the tie wire shall be secured to the straining wire by means of at least two complete returns of the post. | | | |
| **1.8** | No gates required | | | |
| **1.9** | Clearing of the fence line shall be done by contractor. | | | |
| **Inventory & stock ledger take** | | | | |

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

…….. (Name in Print)

……. (Signature)

…….. (Capacity)

…….…….. (Date)

# Part C4: Site Information

## C4.1 Scope

The Contract entails the **SUPPLY, DELIVERY AND INSTALLATION OF DIAMOND MESH FENCING FOR TULBAGH LANDFILL SITE**

## C4.2 Access to Site

Access to the sites is via the existing roads. The contractor shall make his own arrangements with the authorities and private parties to get access to the possible fenced-in sites of which the gates are normally locked.

## C4.3 Topography

The topography of the sites varies from site to site. The contractor must familiarize himself with the site conditions.

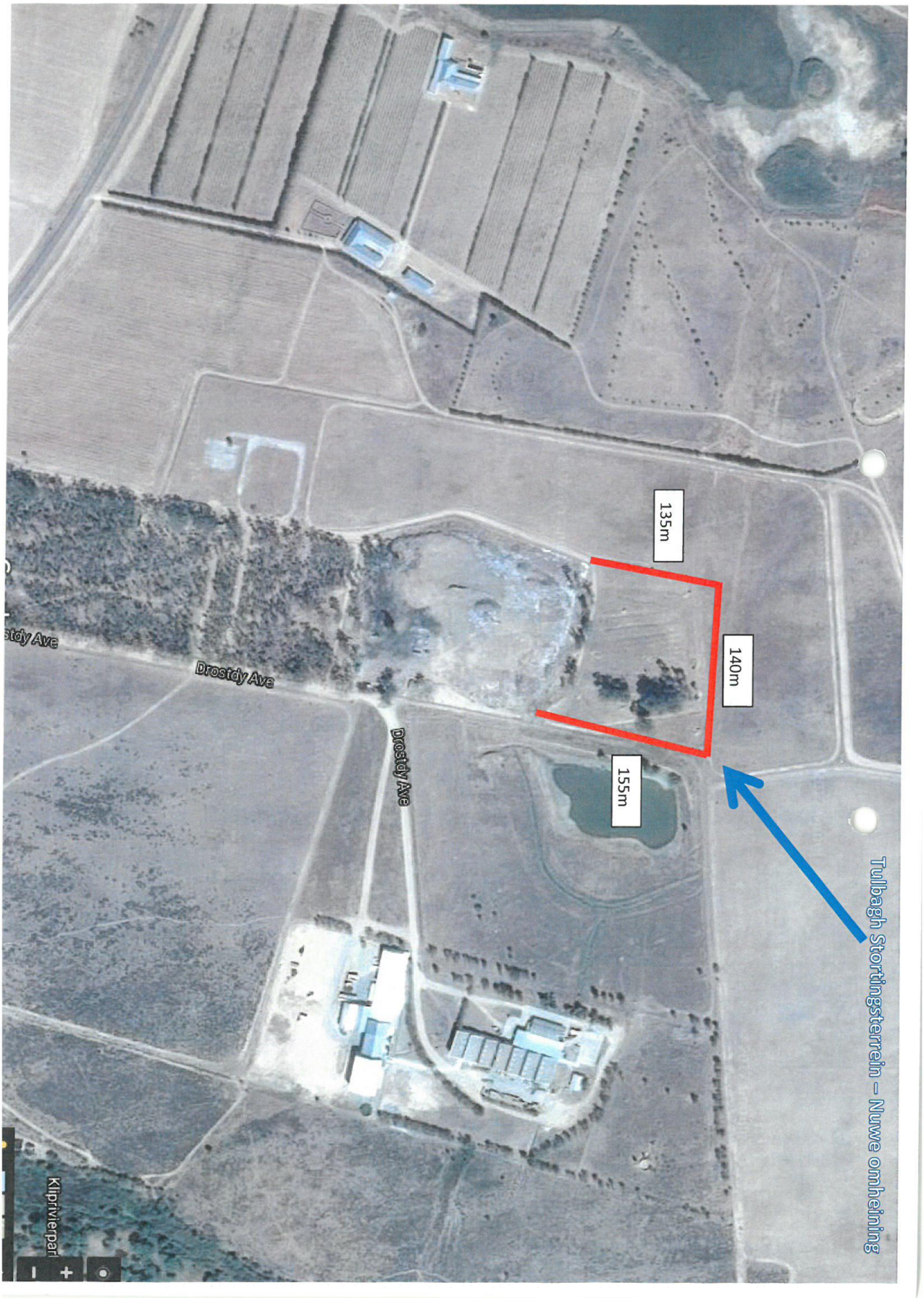
## C4.4 Climate

The general weather conditions are typical of that in the Western Cape area. Rainfall data was obtained from the Directorate Weather Bureau for rainfall station 42/532 A: Ceres and is presented in Sub clause 47.5 of the Special Conditions of Contract.

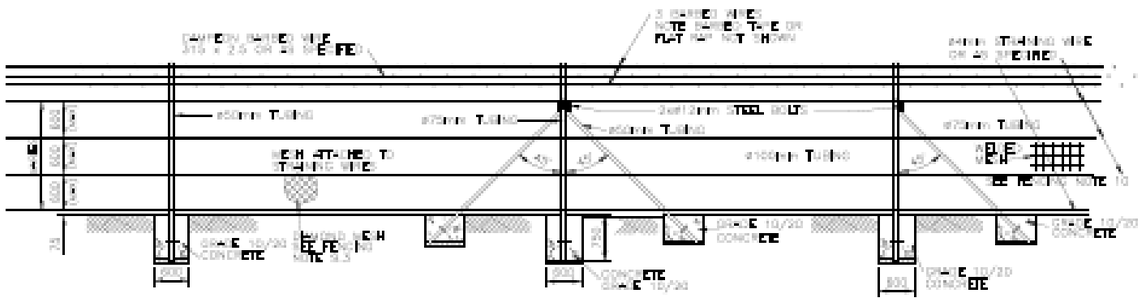
## C4.5 Nature of Ground and Subsoil Conditions

No specific investigations have been conducted to determine subsoil conditions. High water table exists during winter/ rainy months. The contractor must familiarize himself with the site conditions.

# Appendix A –Site Locality Plan


135m
140m
155m
Drostdy Ave
Drostdy Ave
Tulbagh Stortingsterrein – Nuwe omheining

# Appendix B -Drawing

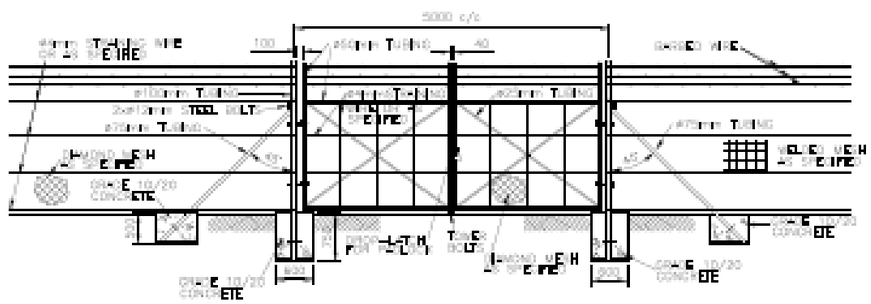


STANDARD

STRAINING POST

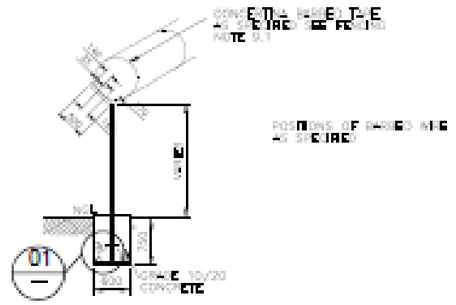
CORNER POST

SCALE 1:50



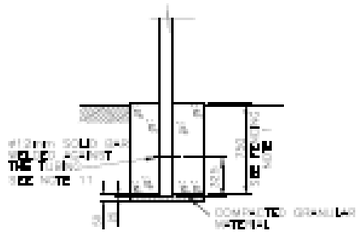
GATE POST
DOUBLE LEAF GATE

SCALE 1:50



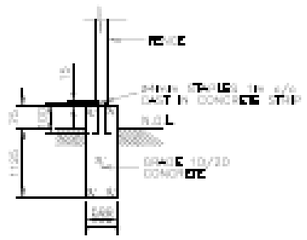
ELEVATION OF TYPICAL POST/STANDARD (BARBED TAPE)

SCALE 1:50



DETAIL 01

SCALE 1:25



CONCRETE STRIP UNDERNEATH FENCE IN ERODIBLE SOIL

SCALE 1:10

## NOTES AND SPECIFICATIONS

1. ALL STRAIGHT POLES SHALL BE ANCHORED FOR A MINIMUM DEPTH OF 800mm AND POLES WITH AN OVERHANG FOR A MINIMUM DEPTH OF 750mm
2. A MINIMUM OF 42mm TUBING SHALL BE USED FOR GATES SPANNING MORE THAN 4.27m
3. ALL POLES AND GATES SHALL BE HOT DIPPED GALVANISED AFTER MANUFACTURING
4. TOP OF ALL CONCRETE MUSST TO BE 20mm ABOVE GROUND LINE
5. END POSTS REQUIRE ONE STAY ONLY
6. POLE CAP (TOP) MIN. 3mm THICK AND BE WELDED TO ALL OPEN ENDS OF TUBING
7. GATE POSTS SHALL BE A MINIMUM 100mm FOR FENCING HIGHER THAN 1.2m
8. MIN. WALL THICKNESS OF ALL TUBING 2.0mm
9. ALLOWABLE SIZES AND DIAMETERS
10. BARBED TAPE CONCERTINA SIZES
    - 450mm
    - 750mm
    - 900mm
11. FLAT WRAP SIZES
    - 300mm
    - 750mm
    - 915mm
12. STANDARD DIAMOND MESH SIZES
    - 38 x 2.5mm
    - 50 x 2.5mm
    - 64 x 2.5mm
13. WELDED MESH ATTACHED TO TOP AND BOTTOM WIRES @ 150c/c WITH WITT HARTCO CLIPS OR SIMILAR APPROVED WELDED MESH ATTACHED TO STRAINING WIRES @ 300c/c
14. A 10mm SOLID ROD MUST BE WELDED AGAINST THE TUBING TO PREVENT THE POST FROM TURNING IN THE CONCRETE BASE
15. THE LENGTH AND DIAMETER OF ALL BOLTS AND NUTS SHALL BE ACCORDING TO THE SUPPLIERS SPECIFICATIONS
16. THIS DRAWING MUST BE READ IN CONJUNCTION WITH SECTION 500: FENCING OF THE STANDARD SPECIFICATIONS FOR MUNICIPAL CIVIL ENGINEERING WORKS, 2nd EDITION, 2004

| AMENDMENTS | | | | |
|---|---|---|---|---|
| NR | DATE | APPROVED | DESCRIPTION | INIT |
| | | | | |

PROJECT STATUS

CONSULTANT DETAIL

WITZENBERG
Municipality • Munisipaliteit • U Masipala Wasa

# TYPICAL STANDARD DETAILS

FENCE AT TULBAGH SOLID WASTE SITE

DIAMOND MESH FENCING

| | | |
|---|---|---|
| MAY 2013 | AS SHOWN | A1 |
| STD014 | 1 OF 3 | 0 |