



STEVE TSHWETE LOCAL MUNICIPALITY

QUOTATION NO. Q07.09.19

RE-ADVERT: CONSTRUCTION OF NEW TOILETS AT DENNESIG WASTE TRANSFER STATION IN MIDDELBURG

CLOSING DATE:	12/09/2019	TIME	12H00
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NAME OF TENDERER	
CENTRAL SUPPLIER DATABASE NUMBER	MAAA
TAX COMPLIANCE STATUS PIN	
TENDERED AMOUNT	
COMPLETION PERIOD	
CONTACT PERSON	4 WEEKS
TELEPHONE NUMBER	
FAX NUMBER	

ENQUIRIES REGARDING BID PROCEDURES		TECHNICAL ENQUIRIES	
DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT		DIRECTORATE : INFRASTRUCTURE SERVICES	
KENNETH MAHLANGU		TSHEPO SHELA	
CHIEF DEMAND AND AQUISIONING		QUALITY CONTROL OFFICER	
TEL. NUMBER	013 249 7702	TEL. NUMBER	013 249 7020/7790
QUOTATION ISSUED BY			
GCINA MTHEMBU		DIRECTORATE FINANCIAL SERVICES SUPPLY CHAIN MANAGEMENT UNIT	
BUYER		TEL. NUMBER	013 249 7371
STEVE TSHWETE LOCAL MUNICIPALITY		P.O. BOX 14, MIDDELBURG, 1050	

STEVE TSHWETE LOCAL MUNICIPALITY

QUOTATION DETAILS						
QUOTATION NUMBER	Q07.09.19					
QUOTATION TITLE	RE-ADVERT: CONSTRUCTION OF NEW TOILETS AT DENNESIG WASTE TRANSFER STATION IN MIDDELBURG					
CLOSING DATE	12/09/2019		CLOSING TIME		12H00	
SITE MEETING	DATE	05 / 09 / 2019	TIME	10H00	COMPULSORY	NO
SITE MEETING ADDRESS	Dennesig Waste Transfer Station (GPS -25.728806 S, 29.469083					
CIDB GRADING REQUIRED	YES		LEVEL AND CATEGORY		1 GB	
QUOTATION DOCUMENT FEE	FREE (STLM WEBSITE)		PREFERENCE POINT SYSTEM		80/20	
QUOTATION BOX SITUATED AT	SUPPLY CHAIN MANAGEMENT OFFICES, STORES, CORNER OF WALTER SISULU AND PROTEA STREET, MIDDELBURG					
OPERATING HOURS	The bid box is open during office hours, Monday to Thursdays from 08h00 to 16h00 and Fridays from 08h00 to 13h00.					
OFFER TO BE VALID FOR	90 DAYS FROM THE CLOSING DATE OF QUOTATION.		LOCAL CONTENT		YES	

PLEASE NOTE:

1. Prospective suppliers must be registered on CSD prior to submitting bids (open bids)
2. Quotations that are deposited in the incorrect box will not be considered.
3. This quotation is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of contract (GCC) and, if applicable, any other special conditions of contract.
4. Mailed, telegraphic, telex, or faxed tenders will not be accepted.
5. No late bids after closing date and time will be accepted.
6. Bids not clearly marked and unamend will not be accepted.
7. Bids may only be submitted on the bid documentation provided by the municipality.
8. No awards will be made to a person:
 - i. Who is in the service of the state,
 - ii. If that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state
 - iii. Who is an advisor or consultant contracted with the municipality or municipal entity

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BIDDER

WITNESS

EMPLOYER

WITNESS

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

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BIDDER	WITNESS	EMPLOYER	WITNESS	



STEVE TSHWETE LOCAL MUNICIPALITY
QUOTATION NO: Q07.09.19
CLOSING DATE: 12/09/2019 AT 12H00

RE-ADVERT: CONSTRUCTION OF NEW TOILETS AT DENNESIG WASTE TRANSFER STATION IN MIDDELBURG

In terms of Section 110 of the Municipal Finance Management Act, 2003 (No. 56 of 2003), quotations are hereby invited quotations for the **RE-ADVERT: CONSTRUCTION OF NEW TOILETS AT DENNESIG WASTE TRANSFER STATION IN MIDDELBURG**

Quotations are hereby invited for the supply , deliver , construct and install counter top for steve tshwete licensing department reception area in the Steve Tshwete municipal region. **Tenderers should have a CIDB contractor grading of 1 GB or higher.**

Quotation documents will be obtainable on the Municipal website, www.stlm.gov.za. Under heading QUOTATIONS.

The closing time for receipt of quotations is 12:00hrs on 12/09/2019. Telegraphic, telephonic, telex, facsimile, e-mail, unmarked and late quotations will under no circumstances be considered and accepted. The quotation box will be emptied just after closing time on the closing date. Any technical enquiries relating to the tender document may be directed to the Tshepo Shela, Designation: Quality Control Officer, Tel no. 013 249 7020/7790. Building Plans can also be emailed to interested contractors on request.

A non-compulsory clarification meeting with representatives of the employer will take place at the **Dennesig Waste Transfer Station (GPS -25.728806 S, 29.469083)** on **05/ 09 / 2019** starting at **10H00**. Contract documentation will not be available on site, and the engineer will not be available for inspection purposes on any other occasion.

Duly completed quotations enclosed in a sealed envelope marked "QUOTATION NO. Q07.09.19:re-advert: construction of new toilets at dennesig waste transfer station in middelburg with the name of the tenderer, shall be deposited in the quotation box provided at Supply Chain Management Offices, STORES, Corner Walter Sisdulu and Protea street, MIDDELBURG, before 12H00 on 12/09/2019

A preferential point system shall apply whereby a contract will be allocated to a tenderer in accordance with the Preferential Procurement Policy Framework Act, Act No 5 of 2000 and as defined in the conditions of tender in the tender document, read in conjunction with the supply chain management policy of Steve Tshwete Local Municipality where **80 points** will be allocated in respect of price and **20 points** in respect of B-BBEE Status Level of Contribution. Tenderers must have the necessary skills, experience and capacity to perform the required work.

No awards will be made to a person:

- Who is in the service of the state;
- If that person is not a natural person , of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; and/or
- Who is an advisor or consultant contracted with the municipality or municipal entity.

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

NB: Only locally produced or manufactured goods, meeting the stipulated minimum threshold for local production and content, will be considered in line with Regulation 8(2) of the Municipal Supply Chain Management Regulations and National Treasury Circular 69."

The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South-African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid; and Only the South-African Bureau of Standards (SABS) approved technical specification number SATS 12863:2011 must be used to calculate local content.

Pre-qualifying criteria for preferential procurement shall be applied. Bids will be pre-qualified on the criteria for preferential procurement. Only bidders that meet the following pre-qualifying criteria shall be considered:

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

- **Only bidders with a BBBEE Level of 1 to 3 will be considered.**

The following documents have to be attached (Bidders that fail to submit documents indicated as compulsory will be disqualified)

- Original certified copy of valid BBBEE Certificate (non-compulsory, failure to submit no points will be awarded)
- Copy of company registration certificate(CK) - Compulsory
- Copy/ printed Tax compliance status Pin to enable the municipality to verify the bidder's tax compliance status - Non-Compulsory
- Copy of current municipal account (not older than 3 months) – copy of Lease Agreement – Compulsory
- CSD summary report – Non-Compulsory.
- Valid proof of registration with CIBD on 1 GB or higher – Compulsory
- **Local content is applicable as per MBD 6.2 as well as Annexure C and E – Compulsory**
- Approval of exemption on local content from DTI must be attached with bidding document, as and when applicable – Compulsory.

B KHENISA
MUNICIPAL MANAGER
 Steve Tshwete Local Municipality
 Municipal Civic Building
 Wanderers Avenue
MIDDELBURG
 1050

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		BIDDER	WITNESS	EMPLOYER	WITNESS

C2 PRICING SCHEDULE

C2.1 PRICING INSTRUCTIONS

- a) These pricing instructions provide the tenderer with guidelines and requirements with regard to the completion of the pricing schedule. These pricing instructions also describe the criteria and assumptions which will be assumed in the contract to have been taken into account by the tenderer when developing his prices.
- b) The pricing schedule shall be read with all the documents which form part of this contract.
- c) The following words have the meaning hereby assigned to them:

Words/Abbreviation	Meaning
Example: M	Meter

- d) The rates to be inserted in the pricing schedule are to be full inclusive for the work described under the specification. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit.
- e) A rate is to be entered against each item in the Schedule of Fees and Disbursements. An item against which no rate is entered will be accepted as a rate of nil having been entered against such items and covered by the other prices or rates in the schedule.
- f) All rates and sums of money quoted in the pricing schedule shall be in Rands and whole cents. Fractions of a cent shall be discarded.
- g) All travelling costs, accommodation, meals and other incidental costs are to be included in the time based costs.
- h) Provisional amounts shall only be expended on the specific instruction of the Employer.
- i) All prices and rates entered in the pricing schedule must be **exclusive of Value Added Tax (VAT)**.
- j) If registered VAT is should be added at below the schedule. If not VAT registered indicate zero or “-“
- k) Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
- l) In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- m) In cases of contract periods longer than 12 months and price adjustments is applicable, it will be based on CPI. If higher inflation is required indicate CPI + and number %.
- n) If the tender required firm (fixed prices) the amount indicated in Colum D will be the tender amount.
- o) If the tender amount is payable at end of contract on delivery of goods and services, Scratch out total per month with N/A or “-“
- p) If the tender amount is based on rates (Column B), the tender will be awarded to the rate and the total contract amount will only be used for evaluation purposes.

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

MBD 3.1 BID PRICE

Bid Number: **Q07.09.19**

(Note : Contract amount to be carried over to Form of Offer C1.1.1)

The following Schedule will be the basis of the tender

Tenderer(s) are not permitted to change the basis upon which they have been asked to tender. Any variation from the Pricing Instructions will invalidate this tender.

BUILDING AGREEMENT AND PRELIMINARIES

The JBCC Series 2000 Principal Building Agreement (March 2005 edition) prepared by the Joint Building Contracts Committee, shall be the agreement, amended as hereinafter described The Preliminaries for use with the JBCC Series 2000 Principal Building Agreement (May 2005 edition) prepared by the Joint Building Contracts Committee, shall be deemed to be incorporated in these bills of quantities Contractors are referred to the above-mentioned documents for the full intent and meaning of each clause thereof These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the above-mentioned documents Where any item is not relevant to this specific contract such item is marked N/A, signifying "not applicable" Notwithstanding anything to the contrary contained in any of the contract documents including the Principal Building Agreement and the Preliminaries, the provision of the "Preliminaries" as hereinafter set forth shall prevail and shall take precedence

PREAMBLES FOR TRADES

The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claim arising from brevity of description of items fully described in the said Model Preambles for Trades will be entertained Supplementary preambles to the Model Preambles covering clauses of a general nature, clauses pertaining to specific materials and amendments to clauses in the Model Preambles are incorporated in these bills of quantities to satisfy the requirements of this project The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the Model Preambles and in any supplementary preambles.

PRICES TO INCLUDE MATERIAL AND LABOUR UNLESS STATE

ITEM	TASK	UNIT	QUANTITY	RATE	AMOUNT
1	PRELIMINARIES AND GENERAL				
1.1	OHS WILL NOT BE MORE THAN 2.5% OF THE TOTAL PROJECT COST				
	COMPLIANCE WITH OHS REGULATIONS Clause 7.0 Note: The provisions herein include inter alia, compliance with all the requirements set out in the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), and in particular with Regulation 7 (1) requiring the compilation of a health and safety plan, as well as Regulation 8 (1) and 8 (2) requiring the appointment of a construction supervisor	%	2.5		
	PRELIMINARIES AND GENERAL WILL NOT BE MORE THAN 10% OF THE TOTAL PROJECT COST				
	The P's & G's shall entail but not limited to: Defined works area, Inspection of the	%	5		

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ITEM	TASK	UNIT	QUANTITY	RATE	AMOUNT
	site, Existing premises occupied, Protection of existing services, works and premises, Security of the works, Works cleaning and clearing while works is in progress, sound protection, Management of the works, Programme for the works, Labour and plant, Samples of materials, Workmanship samples, Shop drawings, Compliance with manufacturers' instructions, Telecommunication, and all other overheads.				
2	FOUNDATIONS				
	Clear the site and remove top soil and prepare to built upon	m ²	25		
	Excavate in earth for 600 x 600 mm trenches and holes not exceeding 2m deep, wet trenches and compact.	m ³	8		
	25 Mpa/19mm stone 600 x 250 mm reinforced concrete in strip footings.	m ³	5		
	Two brick Semi Face wall in foundations incl. brick-force every 4 course.	m ²	4		
3	SURFACE BED				
	Soil poison under surface beds, bottom and sides of trenches etc...	m ²	25		
	Filling by contractor, including coarse river sand compacted in layers not exceeding 150mm under solid floor, to 95% (Mod AASHTO Density)	m ³	2		
	25 Mpa/19mm stone, 85mm thick reinforced concrete in surface beds, including smooth wooden finish.	m ³	8		
	250 Micron USB Green water proofing and against surface bed.	m ²	6		
	375 Micron embossed black polyethylene damp proof coarse in walls and stepped under sills, ridges, hips, etc.	m	18		
4	EXTERNAL ENVELOPE				
	Two brick wall Semi Face incl. brick-force every 4 course including beam filling neatly jointed.	m ²	30		
	One brick wall incl. brick-force every 4 course including beam filling.	m ²	6		
	110 x 75 mm Pre-cast concrete lintels.	m	4		
	Steel window frames NE 1(533 X 654 mm) with obscure glass and security bars.	No.	2		
5	ROOFS				
	0.5 IBR roof sheets (A written and approved (5) five year guarantee of water-tightness shall be provided by the manufacturer) on purlins fixed to trusses to manufacture's instruction. Including ridge capping.	m ²	10		
	Timber roof construction complete.	Item	1		
	Two coats wood preservative applied exposed timbers at eaves.	m ²	3		
6	CARPENTRY AND JOINERY				
	44 mm framed and ledged door 813 x 2032mm high and security doors.	No	2		
	44 mm hollow core door 813 x 2032mm high.	No	2		
7	IRONMONGERY				

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ITEM	TASK	UNIT	QUANTITY	RATE	AMOUNT
	Provisional allowance for door handles, 3 lever mortise lockset and door stops.	No.	2		
8	CEILING				
	6.4mm Gypsum ceiling board with H-type pressed steel jointing strips including 38x38mm softwood battens at 400mm centres in one direction, including cornice.	m ²	6		
	610x610mm trap door.	item	1		
9	PAINTING				
	Employer will supply paint				
	Prime coat and two coats paint on ceiling.	m ²	6		
10	SITE CLEANING				
	Cleaning of the building and cart-away rubbles	Item	1		
	SUB TOTAL:				
	ADD 15% VAT:				
	TOTAL AMOUNT CARRIED FORWARD TO FORM OF OFFER				

Building Plans can also be emailed to interested contractors on request.

ALLOCATION OF WORK WILL BE LIMITED TO THE AVAILABLE BUDGET

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID

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BIDDER

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FORM OF OFFER

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

Quotation Number	Q07.09.19
Quotation Title	RE-ADVERT: CONSTRUCTION OF NEW TOILETS AT DENNESIG WASTE TRANSFER STATION IN MIDDELBURG

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the service provider / consultant 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 THE FOLLOWING:

AMOUNT IN WORDS (INCL. VAT)	AMOUNT IN FIGURES (INCL VAT)
RAND	R

****AMOUNT MUST BE IN WORDS AS WELL AS FIGURES**

This offer may be accepted by the employer by communicating such acceptance in writing to the tenderer or by signing the acceptance part of this Form of Offer and Acceptance and returning one copy thereof to the tenderer, whereupon the tenderer becomes the party named as the provider / consultant in the conditions of contract identified in the contract data.

Signature Block: Tenderer			
Signature		Date	
Name			
Capacity			
Name of organization			
Address of organization			
Signature of witness		Date	
Name of witness			

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EMPLOYER

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FORM OF ACCEPTANCE

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the service provider / consultant the amounts due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offers shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement)
- Part C2 Pricing data
- Part C3 Scope of work.
- Service Level of Agreement attached to this document (if any) as amended (if applicable) and signed by the parties.

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the Service Level Agreement and documents listed in the tender data and any addenda thereto as listed in the tender schedules, will only be valid if reduced to writing and signed by both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, 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.

Unless otherwise specified elsewhere in this bidding document or any subsequent written agreement entered into between the parties, this agreement comes into effect on the date when the Employer communicates the acceptance and/or conditions of acceptance of the tenderer's offer in writing or signs the acceptance part of the Offer and Acceptance, whichever occurs first.

Signature Block: Employer			
Signature		Date	
Name			
Capacity			
Name of organization	Steve Tshwete Local Municipality		
Address of organization	P.O. Box 14, Middelburg, 1050		
Signature of witness		Date	
Name of witness			

1. TAX COMPLIANCE REQUIREMENTS

1. Bidders must ensure compliance with their tax obligations.
2. Bidders are required to submit their unique personal identification number(PIN) issued by SARS to enable Organ of state to view the taxpayer's profile and tax status.
3. Application for the tax compliance status (TCS) certificate or PIN may be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za
4. Foreign suppliers have must complete the pre-award questionnaire in part 2.
5. Bidders may also submit a printed TCS certificate together with the bid.
6. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
7. Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|---|----------|
| 1. Is the entity a resident of the Republic of South Africa? | YES / NO |
| 2. Does the entity have a branch in the RSA? | YES / NO |
| 3. Does the entity have a permanent establishment in the RSA? | YES / NO |
| 4. Does the entity have any source of income in RSA? | YES / NO |
| 5. Is the entity liable in the RSA for any form of Taxation? | YES / NO |

(IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM SARS AND IF NOT REGISTER AS PER 1.3. ABOVE)

NB: Failure to provide any of the above particulars may render the bid invalid.

.....
Signature of BIDDER

.....
Date

.....
Capacity under which this bid is signed

DECLARATION OF INTEREST

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

No.	Information	Please provide detail	
3.1	Full name of bidder or his or her representative		
3.2	Identity number		
3.3	Position occupied in the company (director, trustee, hareholder ²)		
3.4	Company registration number		
3.5	Tax reference number		
3.6	VAT registration number		
Note	<i>(The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.)</i>		
3.7	Are you presently in the service of the state? If yes, please furnish particulars :	Yes	No
3.7.1	Name of director		
3.7.2	Service of state organization		

3.8	Have you been in the service of the state for the past twelve months? If yes, please furnish particulars :	Yes	No
3.8.1	Name of director		
3.8.2	Service of state organization		
3.9	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, please furnish particulars :	Yes	No
3.9.1	Name of person in the service of state		
3.9.2	Relationship		
3.10	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? If yes, please furnish particulars :	Yes	No
3.10.1	Name of person in the service of state		
3.10.2	Relationship		
3.11	<i>Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?</i> If yes, please furnish particulars :	Yes	No
3.11.1	Name of director		
3.11.2	Service of state organization		
3.12	Is any spouse, child or parent of the company's director trustees, managers, principle shareholders or stakeholders in service of the state? If yes, please furnish particulars:	Yes	No
3.12.1	Name of director		
3.12.2	Name of relative		

3.12.3	Relationship		
3.13	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? If yes, please furnish particulars:	Yes	No
3.13.1	Name of director		
3.13.2	Related company		
Note:	<p>SCM Regulations:</p> <p>“¹In the service of the state” means to be –</p> <p>(a) a member of –</p> <p>(i) any municipal council;</p> <p>(ii) any provincial legislature; or</p> <p>(iii) the national Assembly or the national Council of provinces;</p> <p>(b) a member of the board of directors of any municipal entity;</p> <p>(c) an official of any municipality or municipal entity;</p> <p>(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);</p> <p>(e) a member of the accounting authority of any national or provincial public entity; or</p> <p>(f) an employee of Parliament or a provincial legislature.</p> <p>“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.</p>		

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

Full Name	Identity Number	State Employee Number

5. I, the undersigned certify that the information furnished on this declaration form is correct.

I accept that the state may act against me should this declaration prove to be false.	
NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

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).

1.2

- 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; or
- b) The 80/20 preference point system will be applicable to this tender 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.

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	BIDDER	WITNESS	EMPLOYER	WITNESS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

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

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

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

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 of 10 or 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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

Q07.09.19				
	BIDDER	WITNESS	EMPLOYER	WITNESS

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

$$LC = [1 - \frac{x}{y}] * 100$$

Where

x is the imported content in Rand

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

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

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

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

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Steel Products and components for construction	_____ 100%
_____	_____ %
_____	_____ %

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

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

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

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

IN RESPECT OF BID NO.

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

NB

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

I, the undersigned, (full names),
 do hereby declare, in my capacity as
 of(name of bidder entity),
 the following:

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

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

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	BIDDER	WITNESS	EMPLOYER	WITNESS

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Q07.09.19					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

Local Content Declaration - Summary Schedule

(C1)

Tender No.

(C2)

Tender description:

(C3)

Designated product(s)

(C4)

Tender Authority:

(C5)

Tendering Entity name:

(C6)

Tender Exchange Rate:

Pula

EU

GBP

(C7)

Specified local content %

Note: VAT to be excluded from all calculations

Annex C

Calculation of local content

Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)
	Steel Products						

Tender summary

Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date: _____

Q07.09.19				
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BIDDER

WITNESS

EMPLOYER

WITNESS

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

B. Imported directly by the Tenderer			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

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

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date: _____

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BIDDER

WITNESS

EMPLOYER

WITNESS

Annex E

SATS 1286.2011

Local Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

Tender description:
 Designated products:
 Tender Authority:
 Tendering Entity name:

Local Products (Goods, Services and Works)

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

Manpower costs

(E10) (Tenderer's manpower cost)

Factory overheads

(E11)(Rental, depreciation & amortisation, utility costs, consumables etc.)

Administration overheads and mark-up

(E12)(Marketing, insurance, financing, interest etc.)

(E13) Total local content

**This total must correspond with Annex
C - C24**

Signature of tenderer from Annex B

Date:

The guidance document can be found at: www.dti.gov.za/industrial_development/docs/ip/guideline.pdf

Q07.09.19					
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BIDDER

WITNESS

EMPLOYER

WITNESS

MBD 8

DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the accounting officer / authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website www.treasury.gov.za and can be accessed by clicking on its link at the bottom of the home page	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website www.treasury.gov.za by clicking on its link at the bottom of the home page.	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during	Yes	No

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

Item	Question	Yes	No
	the past five years?		
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned 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.

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

Q07.09.19					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This municipal bidding document (MBD) must form part of all bids¹ invited.
- 2 Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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.**

Q07.09.19					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER: Q07.09.19 : RE-ADVERT: CONSTRUCTION OF NEW TOILETS AT DENNESIG WASTE TRANSFER STATION IN MIDDELBURG

in response to the invitation for the bid made by:

NAME OF MUNICIPALITY / MUNICIPAL ENTITY

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

I certify, on behalf of:

NAME OF REPRESENTATIVE

that:

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.

Q07.09.19			
BIDDER	WITNESS	EMPLOYER	WITNESS

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

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

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

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	CAPACITY

Q07.09.19					
	BIDDER	WITNESS	EMPLOYER	WITNESS	

CLARIFICATION MEETING ATTENDANCE CERTIFICATE

This is to certify that, I	
representing	
in the company of	
attended the clarification meeting on	RE-ADVERT: CONSTRUCTION OF NEW TOILETS AT DENNESIG WASTE TRANSFER STATION IN MIDDELBURG. . 05 SEPTEMBER 2019 at 10:00am

I have made myself familiar with all conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

NAME OF REPRESENTATIVE	SIGNATURE	DATE

NAME OF MUNICIPAL REPRESENTATIVE	SIGNATURE	DATE

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise

Section 2: VAT registration number, if any

Section 3: Particulars of sole proprietors and partners in partnerships

No	Name*	Identity Number*	Personal Income Tax Number*
3.1			
3.2			
3.3			

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

Section 4: Particulars of companies and close corporations

4.1	Company Registration number	
4.2	Close corporation number	
4.3	Tax reference number	

Section 5: Record in the 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	<input type="checkbox"/>	An employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)	<input type="checkbox"/>
A member of any provincial legislation	<input type="checkbox"/>	A member of an accounting authority of any national or provincial public entity	<input type="checkbox"/>
A member of the National Assembly or the National Council of Province	<input type="checkbox"/>	An employee of Parliament or a provincial legislature	<input type="checkbox"/>
A member of the board of directors of any municipal entity	<input type="checkbox"/>	An official of any municipality or municipal entity	<input type="checkbox"/>

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Name of sole proprietor, partner in a partnership or 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

Section 6: Records of spouses, children and parents in the service of the state

Indicate by making the relevant boxes with a cross, if any spouses, 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		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 any provincial legislature		A member of an accounting authority of any national or provincial public entity	
A member of the National Assembly or the National Council of Province.		An employee of Parliament or a provincial legislature	
A member of the board of directors of any municipal entity		An official of any municipality or municipal entity	

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

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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 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 Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of frauds or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Note: insert separate page if necessary

NAME OF REPRESENTATIVE	AUTHORIZED SIGNATURE (UNDERSIGNED)
CAPACITY	DATE

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BIDDER	WITNESS	EMPLOYER	WITNESS

CLEARANCE CERTIFICATE FOR WATER & LIGHTS

Section 45(1)(d) of Municipal Supply Chain Regulations requires that the municipality must reject a bidder whose municipal rates and taxes are in arrears for more than three months.

The purpose of this schedule is to obtain proof that municipal services, rates and taxes of the service provider are not in arrears for more than three months, with the relevant municipality / landlord in the municipal area where the service provider conduct his / her business.

Each bidder must complete the below checklist. Important: if you fail to complete this form, the bid will be non-responsive. (Please tick with **X** where appropriate):

	QUESTIONS	YES	NO
1.	Is your municipal rates and taxes account up to date / current (not in arrears for more than three months)?		
2.	If yes, provide the following details:		
2.1	▪ Municipality name		
2.2	▪ Municipal account number		
3.	If yes, please attached proof in the form of the original or certified copy of the bidder's municipal rates and taxes account not older than 3 months		
4.	Does the bidder lease* / rent the property where the business is situated?		
5	If yes, provide the following details:		
5.1	▪ Landlord name		
5.2	▪ Address property is situated		
5.3	▪ Contact number of landlord		
6.	Please attach the copy of the lease agreement signed by the landlord / lessor and the tenant / lessee as proof		
I, (Insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (Insert company name)			
Hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			

NOTICE OF SUPPLY CHAIN MANAGEMENT

APPLICATION FOR REGISTRATION ON CENTRAL SUPPLIER DATABASE

Section 14(1)(a) of the municipal supply chain management policy states that the municipality may only transact with vendors registered on the National Treasure Central Supplier Database.”

The purpose of this notice is to obtain proof that the service provider is registered on the Central Supplier Database. **Registration is COMPULSORY in order to conduct business with Steve Tshwete Local Municipality.** The database will be used to verify the accreditation of a supplier before an award can be made.

Each bidder must complete the below checklist (please tick with an X where appropriate)

	QUESTIONS	YES	NO
1.	Is your company registered on the Central Supplier Database?		
2.	If yes, provide the following details:		
2.1	▪ CSD registration number	MAAA	
2.2	▪ Unique CSD number		
3.	Enquiries related to par. 2.1 and 2.2 can be made to Ms. Thembi Jiyane at (013) 2497309 / 2497164.na		
4.	If no, please register on Central Supplier Database ,website, www.csd.gov.za , before submitting tender document		
I, (insert full name)			
of (insert physical address)			
being a Director, Principal Shareholder, owner of company (insert company name)			
hereby confirms that, the information submitted in this form is accurate, to the best of my knowledge			
SIGNATURE			
5.	VERIFICATION BY STEVE TSHWETE LOCAL MUNICIPALITY OFFICIAL		
I, (insert full name)			
in the capacity as			
hereby confirms that the information submitted by the service provider was verified with the Central Supplier Database and found as correct to be the best of my knowledge			
SIGNATURE			

MBD 7.1

CONTRACT FORM – PURCHASE OF GOODS / WORKS

THIS FORM MUST BE FILLED BY BOTH THE SERVICE PROVIDER (PART 1) AND THE EMPLOYER / MUNICIPALITY (PART 2) AND SIGNED IN THE ORIGINAL.

PART 1 (TO BE FILLED IN BY THE BIDDER)

4 I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Steve Tshwete Local Municipality in accordance with the requirements and task directives / proposals specifications stipulated in bid number **Q07.09.19** at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Employer / Municipality during the validity period indicated and calculated from the closing date of the bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:

2.1 Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical specification(s)
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

1.2 General Conditions of Contract;

1.3 Other (specify)

2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

3. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

SIGNED AT	AUTHORIZED SIGNATURE (UNDERSIGNED)
DATE	NAME AND CAPACITY
WITNESSES: (SIGNATURE)	DATE
1.	
2.	

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

MBD 7.1

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (TO BE FILLED IN BY THE EMPLOYER / MUNICIPALITY)

1. I _____ in my capacity
as _____ accept your bid under
reference number _____ dated _____
for the rendering of services hereunder and/or further specified in the annexures.
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice, subject to the National Treasury's Central Supplier Database reflecting your tax status as compliant.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (IF APPLICABLE)

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

SIGNED AT		AUTHORIZED SIGNATURE (UNDERSIGNED)	
DATE		NAME AND CAPACITY	
WITNESSES: (SIGNATURE)		OFFICIAL STAMP	
1.			
2.			

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		BIDDER	WITNESS	EMPLOYER	WITNESS

C1.2 CONTRACT DATA

PART 1 - DATA PROVIDED BY THE EMPLOYER

The employer is the Steve Tshwete Local Municipality .	
The authorized and designated representative of the employer is:	
Name:	Tshepo Shela, Quality Control Officer
The address for receipt of communications is:	Steve Tshwete Local Municipality Civic Centre P.O. Box 14 Middelburg 1050
Telephone:	013 249 7020
Facsimile:	N/A
Email:	tshepos@stlm.gov.za
The project is:	RE-ADVERT: CONSTRUCTION OF NEW TOILETS AT DENNESIG WASTE TRANSFER STATION IN MIDDELBURG

NOTE:

The location for the performance of the Project is **the municipal area of Steve Tshwete**.

The service provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards.

The service provider is required to obtain the employer's prior approval in writing before taking any of the following actions:

Appointing subcontractors for the performance of any part of the services,

Appointing key persons or personnel not listed by name in the contract data.

Copyright of documents prepared for the project shall be vested with the employer.

The service provider is

Name	
Address	
Telephone:	
Facsimile:	

The authorized and designated representative of the service provider is

Name	
The address for receipt of communications is	
Telephone	
Facsimile	
Email	
Address	

C3 SCOPE OF WORKS / SPECIFICATIONS

PROJECT DESCRIPTION

DESCRIPTIONS OF WORKS

Building Plans can also be emailed to interested contractors on request.

Overview of the Works

The WORKS will consist the construction of necessary for the in Middelburg which generally comprise:

- Excavations
- Foundation
- Brickwork
- Timber
- Installation of Roof timber

The works will incorporate all existing services and will aim to extend the current features of the site, as not to destroy any of the existing infrastructure as far as possible, but to compliment it with the additions. Before submitting his tender the contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained.

SPECIAL CONDITIONS OF CONTRACT

Making good shall be included in the descriptions of the relevant alteration items where expedient, otherwise it shall be given separately in accordance with the principles laid down in the relevant trades Junctions of new with old finishes shall be deemed to be included in the descriptions Strutting, shoring, etc incidental to alterations shall be deemed to be included in the descriptions. Prescribed strutting and shoring shall be given in accordance with the principles laid down in "Lateral Support"

Old materials

The manner of disposal of old materials shall be stated and where materials are to become the property of the contractor provision shall be made for allowing credit. Where old materials are permitted to be re-used in new work this shall be stated. Old materials or components which are to remain the property of the employer shall be so described including storage as necessary. Old materials or components required to be set aside for refixing shall be so described and temporary storage thereof shall be deemed to be included in the descriptions.

Barricades, screens, etc

Prescribed temporary barricades, screens, roofs, etc shall be given in meters or in number or may be given in detail in accordance with the principles laid down in the relevant trades.

Removals

Removal of walls, slabs and surface beds shall be given in square meters. Removal of concrete beams, columns and stairs shall be given in number or in cubic meters.

Removal of finishes from walls, floors, ceilings, etc shall be given in square meters. Removal of roofs shall be given in number and descriptions shall include ceilings, eaves, etc.

Removal of suspended floors, panelling, ceilings, etc shall be given in square meters and descriptions shall include skirtings, rails, cornices, etc

Removal of partitions shall be given in meters and descriptions shall include doors, ironmongery, glass, etc

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Removal of doors, windows, fittings, etc shall be given in number and descriptions shall include frames, ironmongery, glass, sills, etc; those to be removed from walls to be demolished shall be given separately
 Removal of sanitaryware shall be given in number and descriptions shall include disconnection from pipes, traps, cisterns, etc. Removal of pipes shall be given in meters and descriptions shall be deemed to include pipe fittings and pipe supports
 Alternatively, where expedient, items required to be given in cubic, square or linear meters may be given in number and descriptions may include making good and any incidental new work.

Alteration work

Alteration work shall be given in inclusive items embodying more than one trade as necessary. Alternatively alteration work may be given in detail in accordance with the principles laid down in the relevant trades.

Openings

Cutting or altering openings in structures shall be given in number and descriptions shall include lintels, arches and making good to jambs and finishes all round.
 New doors, windows and the like in existing structures, including ancillary work such as sills and thresholds, shall be given in detail in accordance with the principles laid down in the relevant trades.

Building up openings

Building up openings shall be given in number and descriptions shall include bonding new to existing work, finishes, etc

Re-use of existing components

Re-use of existing components shall be given in number or in the units as provided for in the relevant trades

Work in patches

Work in patches, not included in the foregoing, shall be so described

Sundries

Cutting through floors or ceilings for the passage of new walls etc shall be given in meters and for the passage of columns, etc shall be given in number.
 Wedging up new walling to underside of existing structures shall be measured only when required for the support of existing work over and shall be given in square meters.
 Making good to ends of walls and faces of walls where cross walls are removed shall be given in meters

1. The scope of contract generally covers complete construction works required in connection with (i) including all ancillary works such as drains, diversions ,alterations and additions to existing Construction Works and cleaning the site etc. complete as per the approved working drawings and instructions used to contractor from time to time. The contractor shall have to take the necessary precaution to safeguard against any damage to the neighboring existing structure and underground services etc.
2. The tenderer shall visit and is deemed to have visited the site and make himself thoroughly acquainted with the nature and requirement of the job, facilities of access for materials and removal of rubbish cost, of carriage, freights and other charges and shall allow in his tender for special difficulties if any in carrying out the work. He shall also include in his tender, charges for doing final surfacing to all repairs required to be done for any type of fixture, installation, etc. and for the removal of spoil arising of his contract.
 The contract for the work is a complete one for labour, materials and workmanship including the use of construction equipments, tools and tackles. The contractor shall have to make his own arrangement for all materials required for the due performance of the contract.
3. All lap lengths in reinforcement rods have to be approved by the Project Manager. Measurements of reinforcement will be inclusive of approved chairs, spacers, stays and overlaps.
4. The specifications s given for execution, acceptance of construction and erection works are obligatory on the contractor for the construction works. . If in the course of construction work, some additional problems arise, which are not covered by the given specifications, the contractor will be given proper instruction by the Project Manager. Such instructions shall be observed in full by the contractor regarding specifications, drawings, method of conducting work, any other measures necessary for the fulfillment of construction. Verbal

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instructions be always got confirmed from the Project Manager concerned, before execution by the contractor.

5. Specifications for the quality of building materials as also for the quality of construction work are given in corresponding sections of these specifications and / or the working drawings. Unless otherwise specified all materials and workmanship shall conform to the specifications attached. Any item not covered by these, shall conform of the latest Standard specifications.
6. Work shall be carried out in such a manner as not to interfere with or affect, retard or disturb the progress of other works being executed by other agencies. The contractor's rate shall include for any losses due to likely delay in coordinating with other works and interruption on account of inherent nature of the job, and as such, no extra claim will be admissible on such account.
7. If due to the design and other stipulations in the tender, or requirements at site, a particular sequence of overall constructional operations has to be followed due to which certain interruptions to any one or more types of work or items of execution are inherent, no claims for such interruption are admissible.
8. All technical documents regarding the construction of works are generally given in the metric system and all works should be carried out according to the metric system. All documents concerning the work shall also be carried out in the metric system.
9. In respect of portions of works which are likely to be embedded or covered up by the other works, the contractors shall submit them for technical inspection and have the necessary measurement and completion certificates duly signed by the Project Manager and contractor before letting such portions to be embedded or covered.
10. On completion of work, the contractor must submit to the Project Manager the following documents for the passing of the works:-
 - (1) The technical documents according to which the work was carried out.
 - (2) A copy of the working drawing showing thereon all additions and alterations in the process of execution.
 - (3) Completion certificates for 'embedded' and 'covered up' works.
 - (4) Manufacture's certificates, guarantees and test certificates.
 - (5) Certificates or control checking and test of materials.
11. The contractor shall submit to the Project Manager, in the form required by him and in the appointed time, the information regarding the progress of the work being carried out by them.
12. The power given to the representative of the contractor for signing technical certificates shall be indicated in a special letter addressed to the Project Manager.
13. The technical commission for the acceptance of covered work and unfinished work should consist of a representative each of:-
 - (a) Employer
 - (b) Contractor who has done the work, and
 - (c) Agency who accepts the work for continuation of the construction of the building or/ erection of equipment.
14. Contractor shall properly store all materials brought by him to the work site to prevent damage due to rain, wind direct exposure to sun etc. and also from theft, pilferage etc.
15. The contractor shall maintain stocks of all materials required by him for the proper and speedy execution of his work.
16. The contractor shall make his own arrangement to procure all construction plant and
17. equipment, tool and tackles etc. for his works.
18. All materials, construction plants and equipments etc. once brought by the contractor within the area are not to be moved from there without the written authority form the Project Manager. Similarly, all enabling works built by the contractor for the main construction undertaken by him, are not to be dismantled and removed without authority from the Project Manager.
19. The contractor shall at all times provide sufficient fencing, notice boards, lights, watchmen to protect and guard the works and provide all facilities and observe all the rules mentioned in the General Conditions of the Contract enclosed with the tender.
- (d) Concrete and mortars are generally specified by the strength or the approximate proportions by volume respectively. The contractor may quote on the basis of their proportions. The concrete that will be used in the work shall be proved to be of requisite standard as laid down in the Indian standard specification and also by other intermediate test that may be prescribed for important construction. Batching by volume may be permitted at the discretion of the Project Manager.
- (e) The quantities of all excavation, concrete, reinforcement steel work and shuttering as shown in the tender schedule are approximate. The rate quoted shall fully apply for any variations in the scope of work and the

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- resulting quantities. The payment shall be made on actual quantities constructed and measured at site as per standard practice in conformity with SANS 1200.
20. The aggregate to be used in the work shall be hard, strong and durable and shall be clean and free from clay films and other adherent coating. These must be machine crushed, screened before mixing. Sand must be coarse and thoroughly screened before mixing.
 21. Mixing shall be done by an approved mechanical batch mixer or by portable concrete mixers.
 22. In the areas of fill, filling shall not be done until foundations and underground work e.g. pipes cables, etc. are completed. Should the fill be done prior to such completion, the contractor shall do all excavation and protection work for doing the foundations, underground works etc. at his own cost.
 - a) The specifications prescribe various tests at specified intervals for ascertaining the quality of his work done. If the tests prove unsatisfactory, the Project Manager shall have liberty to order the contractor to redo the work done, in that period, and do order such alterations and strengthening that may be necessary at the cost of the contractor. The contractor shall be bound to carry out such orders failing which the rectification, will be done by the Project Manager through other agencies and cost recovered from the contractor.
 - b) Structure test:- The Project Manager shall instruct the contractor to make a loading test on the work or any part thereof at the contractors cost, if in his opinion such a test is necessary.
 - c) Charges for all tests shall be borne by the contractor.
 23. The contractor shall not allow any visitors on the works except with the approval of the Project Manager.
 24. The tenderers are required to quote rates against all the items of the attached Tender schedule, failing which their tender may not be considered.
 25. All guarantees such as for water- proofing materials for the entire work as obtained from the manufacture shall be transferred to the employer by the contractor after completion of the work.
 26. The contractor shall keep a competent and qualified Project Manager constantly, assisted by others, who will be responsible for carrying out of the work to the satisfaction of the Project Manager-in –charge. Any direction or instructions given to him in writing shall be held to have been given to the contractor.
 27. The following guidelines should be followed in respect of calculation of theoretical consumption of cement for construction works:-
 - i) Theoretical consumption will be calculated on the basis of design-mix.
 - ii) In case of concretes and mortar specified in the contract on volumetric proportion basis, the calculation of theoretical consumption will be governed by analysis.
 - iii) The permissible wastage of cement over the theoretical consumption as indicated above will be upto 5%.
 - a) Item of work not covered by the specification attached shall confirm of the latest version of standard Specification.
 - b) The contractor shall employ such workers who possess good antecedent reports.
 28. The contractor shall be fully responsible for the conduct of his workman and shall ensure that his workers do not indulge in any criminal activities. In case of any loss suffered by the Municipality due to theft, damage etc. caused by the contractor's workmen, the same will be made good by suitable recovery from the contractors running bills without prejudice to other rights of the company under the contract and under the law.
 - a) The contractor should be conversant about the location & the condition of the surroundings before quoting the rates.
 - b) The provision for approach road for bringing the building materials at the works site will be the responsibilities of the contractor at his cost.
 29. The date of taking over of the site by the representative of Municipality shall be taken as the date of completion of the works. The defects of construction which are within the scope of the contract shall be recovered and signed jointly by the contractor's representative. The recorded defects will have to be attended by the contractor and it shall be the sole responsibility of the the contractor. Only after completion, finalization of accounts in respect of final bill will be taken up by the department. If the recorded defects are not attended to by the contractor within 15 days, the department will at its own discretion employ another agency at the risk and cost of the contractor to get those recorded defects attended without any further reference to the contractor.
 30. The contractor shall deal with all aspect of their as well as their sub- contractors labour including industrial relations.
 31. The contractor should ensure payment of all dues including retrenchment compensation, even if the labour is engaged by his sub-contractor.

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

NB: Where colour is required samples are to be submitted for the client's approval.

32. Tendered prices will be fixed (no escalation) and will include all materials, labour and other costs.
33. The contractor must have a valid bank account.
34. The contractor must comply with all labour legislation as well as health and safety act. Proof in this regard will be required before construction commences.
35. A record of all labour and sub-contractors utilised on site must be kept and submitted at weekly intervals.
36. The contractor will be liable for any damages incurred to the works due to his negligence.
37. The contractor will be fully responsible for security at the site until final handover.
38. Final handover will only be approved when the site has been cleared of all materials, rubble and all existing finishes has been made.
39. Retention as stipulated in the JBCC.
40. Only SABS approved materials will be used and all works will be carried out in accordance with the National Building Regulations.
41. It is a specific requirement for this Tender that only local labour be employed for the duration of the contract.
42. The contractor must complete the project within 8 Weeks from the date of issue of an official order.
R 1 500.00 per calendar day will be deducted from contract amount for delays up to 10% of the contract value.

Client's Objective

It is a specific goal of this project that the labour component be maximized where it is economically feasible, and that the use of this labour goes hand in hand with on the job training of the labour force. The project is thus process and product orientated, and it is expected that the contractor will pursue these goals in the execution of the project.

Extend of the Works

The major items of work to be executed by the Contractor are as follows:

a) General

- i) Contractual requirements and Site establishment.
- ii) Locating of existing service.
- iii) Verifications of dimension for setting-out purposes.

b) Supplementary Works

- i) Rendering of maintenance manuals.
- ii) The maintenance of the works during construction and for 12 months from the date of the Certificate of Completion.

Deviation report on construction drawings issued.

The successful tenderer shall provide before commencement of any work on the site the following information:

- Current Public Liability Insurance Policy Number and details of policy
- Current Workers Compensation Policy details
- Proof of Accreditation under the Building Services "CIDB" Authority

PURPOSE AND RECIPIENTS

To enable the department to perform its duties within MP313 area successfully

4. INFORMATION THAT WILL BE PROVIDED BY THE MUNICIPALITY

Detailed specifications of required products

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	BIDDER	WITNESS	EMPLOYER	WITNESS	

5. KEY PERFORMANCE INDICATORS

Delivery of required products as per set specifications

6. PAYMENTS

Payment will be in accordance with the tendered pricing schedule and the Key Performance Indicators indicated in the Terms of Reference. All prices should be inclusive of VAT.

Payment will be made within 10 working days from receipt of invoice by the finance department.

7. ELIGIBILITY CRITERIA

Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

- 8.1 The tenderer has in his or her possession an original valid tax clearance certificate issued by the South African Revenue Services.
- 8.2 The tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;
- 8.3 The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and
- 8.4 The tenderer has not:
 - Abused the Employer’s Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given written notice to this effect.
 - It is considered that the performance of the services will not be compromised through any conflict of interest.)

8. PERIOD OF TENDER

4 Weeks

9. SERVICE LEVEL AGREEMENT

A service level agreement will be entered into on appointment of the contract.

10. ACCEPTANCE OF OFFER

The municipality reserves the right not to award the tender or any part of the tender subject to the availability of budgetary funds.

11. EVALUATION

Evaluation will be price based

12. VALIDITY PERIOD

The quotation shall be valid for 90 days from date of opening the quote.

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are not included in this document and may be downloaded from the following website – www.treasury.gov.za/legislation.

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	BIDDER	WITNESS	EMPLOYER	WITNESS	