



WITZENBERG
Municipality • Munisipaliteit • UMasipala Wase

PROJECT DOCUMENT

FOR

CONTRACT NO. 08/2/18/52

FOR

**DESCRIPTION: SUPPLY, DELIVERY & ERECTION OF CONCRETE AND
STEEL PALISADE FENCING AND GATE AT NDULI
RESERVOIR**

BIDDER		
TOTAL BID PRICE (VAT INCL):		
COMPLETION PERIOD		
BBBEE LEVEL STATUS		
TELNR:	FAXNR:	EMAIL ADDRESS:

DECEMBER 2020

ISSUED BY:

FINANCIAL DIRECTORATE: WITZENBERG MUNICIPALITY PROCUREMENT UNIT
DROMEDARIS STREET
CERES

WITZENBERG MUNICIPALITY

BID No. 08/2/18/52

SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR

GENERAL BID INFORMATION

TENDER ADVERTISED : 04 December 2020

CLOSING DATE : 18 December 2020

ESTIMATED CIDB CONTRACTOR GRADING : **1SQ or higher**

CLOSING TIME : 12h00

CLOSING VENUE : Witzenberg Municipality
50 Voortrekker Street
Ceres
6835

BID BOX : Bid Box Located at the entrance of
the Witzenberg Municipal Offices
Witzenberg Municipality
50 Voortrekker Street
Ceres
6835

CLARIFICATION MEETING : None

CLARIFICATION MEETING TIME : Clarification Meeting(s) will not be held, all bid enquires are therefore to be submitted prior to the bid closing date.

Bidders may arrange for site inspections with the Contract Manager:

Name & Surname: Nathan Jacobs
Telephone: 023 316 8540
Email: nathan@witzenberg.gov.za

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Part T1: Bidding procedures

T1.1 Bid Notice and Invitation to Bid

T1.2 Bid Data

T1.1 Bid Notice and Invitation to Bid

The Witzenberg Municipality Financial Directorate, Procurement Unit invites bids for **BID NO. 08/2/18/52: SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR**

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

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

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

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

Bid documents can be obtained during office hours from Monday to Thursday: 8h30 - 13h00 and 13h45 - 15h30 and Fridays: 8h30 - 13h00 and 14h00 - 14h30 from the Witzenberg Municipality, Supply Chain Unit, Dromedaris Street, Ceres at a cost of **R30.00** per set. The amount is payable at the Municipal Head Office, 50 Voortrekker Street, Ceres or via EFT. No cheques will be accepted.

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

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

The closing time for receipt of bids is **12:00** on **Friday, 18 December 2020** at Witzenberg Municipality, **50 Voortrekker Street, Ceres**. Telephonic, facsimile, electronic/e-mailed and late bids will not be accepted. Bids may only be submitted on the bid documentation that has been issued. The bid box is located at the entrance of Witzenberg Municipality, **50 Voortrekker Street, Ceres**.

Clarification Meeting(s) will not be held, all bid enquires are therefore to be submitted prior to the bid closing date.

Bidders may arrange for site inspections with the Contract Manager:

Name & Surname: Nathan Jacobs
Telephone: 023 316 8540
Email: nathan@witzenberg.gov.za

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

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

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

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

The Municipal Manager
Witzenberg Municipality
50 Voortrekker Street
Ceres
6835

D NASSON
MUNICIPAL MANAGER

T1.2 Bid Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 Aug 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za), which are reproduced without amendment or alteration for the convenience of tenderers as an Appendix included under Part T1.3 of this Tender Document.

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

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

Clause No. Bid Data

F.1 General

F.1.1 Actions

The Employer is the Witzenberg Municipality, represented by the Financial Directorate, Procurement Unit.

F.1.2 Bid Documents

The bid documents issued by the Employer comprise:

This bid document **BID No. 08/2/18/52: SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR** in which is bound:

F.1.3 The Bid

Part T1: Bidding Procedures

- T1.1 Bid notice and invitation to bid
- T1.2 Bid data

Part T2: Returnable Documents

- T2.1 List of Returnable Documents/Schedule
- T2.2 Returnable Schedules

Part C1: Agreement and Contract Data

- C2.1 Form of Offer and Acceptance
- C2.2 Contract Data
- C2.3 Form of Guarantee

Part C2: Pricing data

- C2.1 Pricing instructions
- C2.2 Schedule of Quantities
- C2.3 Daywork Schedule

Part C3: Scope of work

- C3.1 Description of Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction

Part C4: Site Information

- C4.1 Scope
- C4.2 Access to Site
- C4.3 Topography
- C4.4 Climate
- C4.5 Nature of Ground and Subsoil Conditions

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

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F.1.4 Communication and employer's agent

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

BEFORE AWARDING

Name : Ms S Mentor
Postal address : Witzenberg Municipality
Dromedaris Street
CERES
6835

Tel : 023 312 1761
E-mail : supplychain@witzenberg.gov.za

AFTER AWARDING

Mr N Jacobs
Witzenberg Municipality
Voortrekker Street
Ceres
6835

023 316 8540
nathan@witzenberg.gov.za

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

F.2 Bidder's obligations

F.2.1 Eligibility

(Only those bidders who satisfy the following criteria are eligible to submit bids)

F.2.1.1 CIDB Registration

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

F.2.2 Bidders' track record

Must have successfully completed at least 1 similar project (**steel palisade fencing**) of similar size during the past 5 years. Bidders are required to complete Schedule 3, Part T2: Returnable Documents with regard to similar work satisfactory carried out by the bidder

F.2.4 Satisfactory financial standing (Not Applicable)

Only those bidders with a bank code of B or C are eligible to submit bids. Bidders must provide their banking details in **Schedule 5**. The municipality will obtain the bank codes from the relevant financial institution.

Bank Code definitions:

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

F.2.5 Financial institution/financier letter of undertaking (Not applicable)

Returnable Documents. The bank guarantee must be submitted within 21 days of acceptance of the tender. **Schedule 6**

F.2.6 Local office

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

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F.2.7 Compulsory Clarification meeting attendance

Clarification Meeting(s) will not be held, all bid enquires are therefore to be submitted prior to the bid closing date.

Bidders may arrange for site inspections with the Contract Manager:

Name & Surname: Nathan Jacobs
Telephone: 023 316 8540
Email: nathan@witzenberg.gov.za

F.2.12 Alternative bid offers

F2.12.1 Alternative bids will not be considered.

F.2.13 Submitting a bid offer

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

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

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

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

Location of bid box:	Bid Box at entrance of Witzenberg Municipality Office
Physical address:	Witzenberg Municipality, 50 Voortrekker Street, Ceres, 6835
Identification details:	BID NO. 08/2/18/52, SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR , name and address of the bidder and the closing date and time of the bid must appear on the outside of the envelope that contains the bid

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

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

F.2.15 Closing time

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

F.2.16 Bid offer validity

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

F.2.17 Clarification of bid offer after submission

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

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F.2.23 Certificates

F.2.23.1 Tax Clearance Certificate

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

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

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

F.3 The Employer's undertakings

F.3.4 Opening of bid submissions

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

Time: **12h00, 18 December 2020**

Location: Council Chambers, Witzenberg Municipality, 50 Voortrekker Street, Ceres 6835.

F.3.8 Test for responsiveness

Bids will be considered non-responsive if, inter alia:

- The bidder does not comply with the eligibility criteria listed in F.2.1 above.
- The bidder has failed to complete and sign and attach requested information to all Documents.

F.3.11 Evaluation of bid offers

F.3.11.1 General

The procedure for the evaluation of responsive bids is **Method 2** for the financial offer and preferences. The Council reserves the right to accept all, some, or none of the bids submitted — either wholly or in part — and it is not obligated to accept the lowest bid.

F3.13 Acceptance of bid offer

F.3.13.1 Bid offers will only be accepted if:

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

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

- b) The bidder has not:

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

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

F.3.13.2 Notification of decision and appeal period

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

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

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

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

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

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

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

F.3.18

Provide copies of the contract

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

ADDITIONAL CONDITIONS OF BID

The additional conditions of bid are:

1. Negotiations with preferred bidders

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

- a) does not allow any preferred bidder a second or unfair opportunity;
- b) is not to the detriment of any other bidder; and
- c) does not lead to a higher price than the bid as submitted.

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

2. General supply chain management conditions applicable to bids

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

- a) has furnished the Municipality with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager, share holder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
 - who is in the service of the state;
 - if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
 - who is an advisor or consultant contracted with the Municipality.

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

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3. Combating abuse of the Supply Chain Management Policy

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

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory;
- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

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

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

4. Price variations

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

5. Information accuracy

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

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

6. Compliance with Occupational Health and Safety Act 1993

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

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

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

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

Part T2: Returnable Documents

T2.1 List of Returnable Documents/Schedules

T2.2 Returnable Schedules

T2.1 List of Returnable Documents/Schedules

The bidder must complete the following Schedules:

- 1 Returnable Schedules required only for bid evaluation purposes
 - Schedule 1: Compulsory Enterprise Questionnaire
 - Schedule 2: Documents of Incorporation
 - Schedule 3: Schedule of similar projects satisfactorily carried out by the bidder
 - Schedule 4: Proof of CIDB registration
 - Schedule 5: Banking Details
 - Schedule 6: Financial Institution letter of undertaking
 - Schedule 7: Authority of signatory
 - Schedule 8: Certificate of authority for joint ventures
 - Schedule 9: Declaration of good standing regarding tax
 - Schedule 10: Declaration in terms of clause 112(1) of the Municipal Finance Management Act (No. 56 of 2003) and in terms of clauses 44 and 45 of the Municipal Supply Chain Management Policy
 - Schedule 11: Occupational Health and Safety Agreement
 - Schedule 12: Preferential Procurement Goals
 - Schedule 13: Record of Addenda
 - Schedule 14: Certificate of attendance of Clarification Meeting
 - Schedule 15: Estimated Monthly Cash Flow
 - Schedule 16: Declaration concerning fulfillment of the Construction Regulations, 2014
- 2 Other documents required to be submitted only for bid evaluation purposes:
 - Certificate of Contractor registration issued by the Construction Industry Development Board
 - An original valid Tax Clearance Certificate issued by the South African Revenue Services
 - Particulars of any contracts awarded by an organ of state during the last five years including particular any material non-compliance or dispute concerning their execution over this period
 -
- 3 Returnable Schedules that will be incorporated into the contract:
 - Record of Addenda to Bid Documents
 - Preferencing Schedule where preferences are granted in respect of B-BBEE
 - Declaration concerning fulfillment of the Construction Regulations, 2014
- 4 Other documents that will be incorporated into the contract:
 - Form of Offer and Acceptance
 - Contract Data
 - Form of Guarantee
 - Agreement in terms of section 37(2) of the Occupational Health and Safety Act No. 85 of 1993
 - Pricing Schedule

T2.2 Returnable Schedules

SCHEDULE 1: COMPULSORY ENTERPRISE 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:

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

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of 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 | |

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

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

*Insert separate page if necessary

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

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

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of 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 | |

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

*insert separate page if necessary

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

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

SIGNED ON BEHALF OF BIDDER:

.....

SCHEDULE 2: DOCUMENTS OF INCORPORATION

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

SIGNED ON BEHALF OF BIDDER:

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

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 4: PROOF OF CIDB REGISTRATION

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

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 5: BANKING DETAILS (Not applicable)

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

Financial Institution :

Contact Person :

Branch :

Account Number :

Name of Account Holder :

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

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 6: FINANCIAL INSTITUTION LETTER OF UNDERTAKING

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

SIGNED ON BEHALF OF BIDDER:

SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR

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

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

I, the undersigned, declare that I am duly authorized to sign the offer on the form of offer and acceptance on behalf of

.....by virtue of the Articles of

Association/Resolution of the Board of Directors* or

.....

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

NAME:

CAPACITY:

SIGNATURE:

DATE:

WITNESSES: 1.....

2.

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

Name of firm / entity / enterprise	
Trading as (if different from above)	
Postal address of enterprise	Line 1 : _____ Line 2: _____ Town/city _____ Postal code: _____
Physical address of enterprise	Line 1 : _____ Line 2: _____ Town/city _____ Postal code: _____
Contact details of the person signing the bid, being duly authorised to do so:	Name: _____ Telephone: _____ Fax: _____ Cellular telephone: _____ E-mail address: _____
Contact details of the senior manager responsible for overseeing contract performance:	Name: _____ Telephone: _____ Fax: _____ Cellular telephone: _____ E-mail address: _____
Contact Details of the Bidder's proposed Project Manager who will represent the Bidder in the implementation processes:	Name: _____ Telephone: _____ Fax: _____ Cellular telephone: _____ E-mail address: _____
Company income tax number	
Tax Compliance Status System PIN (issued by SARS)	
VAT registration number	
Company registration number	
Any other Registration applicable to this Industry	
Banking details	Name of account holder: _____ Name of bank: _____ Account number: _____ Branch code: _____

MBD 1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WITZENBERG MUNICIPALITY					
BID NUMBER:	08/2/18/52	CLOSING DATE:	18 DECEMBER 2020	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Supply Chain		CONTACT PERSON	Mr Nathan Jacobs	
CONTACT PERSON	Ms Shayle Mentor		TELEPHONE NUMBER	023 316 8540	
TELEPHONE NUMBER	023 312 1761 / 5		FACSIMILE NUMBER	023 3123472	
FACSIMILE NUMBER	023 312 1934		E-MAIL ADDRESS	nathan@witzenberg.gov.za	
E-MAIL ADDRESS	supplychain@witzenberg.gov.za				

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>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.</p>										
2. TAX COMPLIANCE REQUIREMENTS										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"><tr><td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr><tr><td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td><td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td></tr></table> <p>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.</p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

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:

SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR

SCHEDULE 8: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Note:

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

SCHEDULE 9: DECLARATION OF GOOD STANDING REGARDING TAX

1. Name of tax payer/BIDDER:

2. Trade name:

3. Identification number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--

4. Company/Close Corporation registration number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--

5. Income tax reference number:

--	--	--	--	--	--	--	--	--	--	--	--	--	--

6. VAT registration number (if applicable):

--	--	--	--	--	--	--	--	--	--	--	--	--	--

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

--	--	--	--	--	--	--	--	--	--	--	--	--	--

DECLARATION TO BE MADE BY BIDDER

I,

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

- (i) have been satisfied in terms of the relevant Acts, or
- (ii) that suitable arrangements have been made with the Receiver of Revenue,
to satisfy them.*

.....
SIGNATURE

.....
CAPACITY

.....
DATE

PLEASE NOTE:* The declaration (ii) cannot be made unless formal written arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue / tax returns.

Documentary evidence in the form of a valid Tax Clearance Certificate from the South African Revenue Services (SARS) shall accompany this form

SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR

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

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

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

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

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

- ☐ a municipal accountholder anywhere in the Republic of South Africa,
- ☐ in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

(DELETE WHICH IS NOT APPLICABLE AND INITIAL)

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

Name of that person:

Particulars of Employer:

Capacity in which that person is in the service of the state:

PRINT FULL NAME: _____ SIGNATURE: _____

DULY AUTHORISED TO SIGN ON BEHALF OF: _____

ADDRESS: _____

_____ Postal Code: _____

CONTACT NUMBER: TEL. No. _____ CELL No. _____

FAX No. _____ E-mail Address: _____

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

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

COMMISSIONER OF OATHS: _____

SCHEDULE 11: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

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

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

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

I,, representing

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed aton the.....day of.....20....

Witness

Mandatory

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

Witness

for and on behalf of
WITZENBERG MUNICIPALITY

SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

SCHEDULE 12: PREFERENTIAL PROCUREMENT GOALS

Objective

- (i) To comply with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), any amendments and regulations;
- (ii) To comply with the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003), any amendments and regulations; and
- (iii) To effect a preference for local business and secondly an additional preference for people from historical disadvantaged backgrounds.

Strategy

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

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

B) Evaluation criteria:

1. Price

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

P_{min} = Rand value of lowest acceptable bid

2. Pre-qualification Criteria

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

SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR

2.2 RELEVANT EXPERTISE

Proposed team/individuals:

Relevant experience and competencies *List of recent work undertaken in similar/related fields *

Name	Responsibility in team	Qualifications	Professional registrations	Relevant expertise /competencies	Relevant Experience

* Specifically expertise and related work should relate to Bid evaluation criteria

2.3. PREVIOUS EXPERIENCE

Indication of Competence / Ability to Perform Successfully

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

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

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

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

.....

(Name in Print)

.....

(Signature)

.....

(Capacity)

.....

(Date)

DECLARATION OF INTEREST

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

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

3.9.1 If yes, furnish particulars.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

(a) a member of –

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

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the

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meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.11.1 If yes, furnish particulars

.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....

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

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

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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;

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 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

1.5 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.

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

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

8.6 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

8.7 Total number of years the company/firm has been in business:.....

8.8 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 BIDDER(S)

DATE:.....

ADDRESS:

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:

$$LC = [1 - x / y] * 100$$

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 **04 December 2020**, of the bid as indicated in paragraph 3.1 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;

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:

Description of services, works or goods

Stipulated minimum threshold

**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		NO	
-----	--	----	--

- 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 **04 December 2020**.

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.

3. 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 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:
 - (i) 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
- (c) 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	

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 (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number: 08/2/18/52

Description: SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR

in response to the invitation for the bid made by:

WITZENBERG MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder, who:
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

WITZENBERG MUNICIPALITY
FINANCIAL DIRECTORATE, PROCUREMENT UNIT
CONTRACT 08/2/18/52
SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR
SCHEDULE 13: RECORD OF ADDENDA

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

ADDENDUM No	DATE	SUBJECT MATTER OF ADDENDUM / NOTICE

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 14: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING – N/A

This is to confirm that

BIDDER: _____

Of: _____

Address: _____

Was represented by the persons named below at the compulsory meeting held for all BIDDERS at

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

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

Particulars of persons attending the meeting:

Signature: _____ Date: _____

Print Name: _____ Position: _____

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

Signature: _____ Date: _____

Print Name: _____ Position: _____

SCHEDULE 15: ESTIMATED MONTHLY CASH FLOW

SIGNED ON BEHALF OF BIDDER:

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

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

Bidders shall answer the following questions below:

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

Yes	
No	

(Tick)

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

Own resources, competent in terms of the Regulations (refer to 3 below)		(Tick)
Own resources, still to be hired and/or trained (until competency is achieved)		
.....		
.....		
.....		
.....		

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

.....

.....

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

.....

.....

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

.....

.....

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

Yes	
No	

(Tick)

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

Signature: _____ Date: _____

Print Name: _____ Position: _____

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

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SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR

C1.1 Form of Offer and Acceptance

1.1.1 Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of projects numbers **08/2/18/52** in the bid **“SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR”**

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

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

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

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the bidder(Name and address of organization)

Name and signature of witness Date

CIDB registration number

1.1.2 Acceptance

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

The terms of the contract, are contained in:

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

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

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the BIDDER and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the BIDDER receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the BIDDER (now contractor)

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within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Name

Capacity

for the employer(Name and address of organization)

Name and signature of witness Date

CIDB registration number

1.1.3 Schedule of Deviations

1. Subject

Details

2. Subject

Details

3. Subject

Details

4. Subject

Details

By the duly authorized representatives signing this agreement, the employer and the BIDDER agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance.

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

Signature

Name

Capacity

for the bidder:(Name and address of organization)

Name and signature of witness Date

CIDB registration number

C1.2 Contract Data (Part 1)

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

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

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

The Employer undertakes that the only departures from the Clauses of the General Conditions of Contract 2010 (Second Edition) are as numbered and set out below:

Part 1: Data provided by the Employer

Clause	Description
1.1.1.13	The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion.
1.1.1.15 1.2.1.2	The name of the Employer is WITZENBERG MUNICIPALITY The Employer's address for receipt of communications and notices is : Telephone: (0)23-312 1761/5 Facsimile: (0)23-312 1934 E-mail: supplychain@witzenberg.gov.za Address (Postal): PO Box 44 CERES 6835 Address (Physical): Dromedaris Street CERES 6835
1.1.1.16 1.2.1.2	The Engineer Mr N Jacobs The Engineer's address for receipt of communications and notices is : Telephone: (0)23 316 8540 Facsimile: (0)23 312 3472 E-mail : nathan@witzenberg.gov.za Address (Postal): PO Box 44 CERES 6835 Address (Physical): Witzenberg Municipality 50 Voortrekker Street CERES 6835
3.1.3	The Engineer shall obtain the specific approval of the Employer before executing any of the following functions or duties: a) The issuing of a variation order in terms of Clause 6.3.2.
5.2.1	The Commencement Date shall be the date of Confirmation of Receipt referred to in C1.1: Form of Offer and Acceptance
5.3.1	The documentation required before commencement with the Works execution is: 1. Performance Guarantee 2. Letter of Good Standing 3. Insurance 4. Initial Programme 5. Occupational Health and Safety Agreement 6. Traffic Accommodation Plan
5.3.2	The time to submit documentation from commencement date is fourteen (14) days
5.4.2	Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply and where on-going use by the general public is required. The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site
5.8.1	The non-working days are Sundays The special non-working days are: 1. All Gazetted public holidays falling outside the year end break 2. The year-end break as promulgated by SAFCEC
5.12.2.2	No extension of time will be granted in respect of any delays attributed to abnormal climatic conditions.
5.13.1	<i>Add the following to Clause 5.13.1:</i> The penalty for failing to complete the Works is R500.00 per calendar day.
6.8.2	<i>Delete Clause 6.8.2 and replace with the following:</i> The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.
6.8.4	<i>Add the following to Clause 6.8.4:</i> Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.
6.10.3	<i>Add the following to clause 6.10.3:</i> Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractor shall be subject to a retention by the Employer of an amount of 10% of the said amounts due to

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Clause	Description
	the Contractor, that will be reduced to 5% on Practical Completion. A guarantee in lieu of the retention is not permitted.
6.10.4	<i>Add the following to clause 6.10.4:</i> Notwithstanding the above, the Engineer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.
8.6.1.1.3	The amount to cover professional fees for repairing damages and loss to be included in the insurance sum is 10% of the value of the repair work.

C1.2 Contract Data (Part 2)

Part 2: Data provided by the Contractor

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

1.2.2 Special Conditions of Contract

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

1.1.14 The employer

"Employer" means WITZENBERG MUNICIPALITY.

1.1.15 The engineer

"Engineer" means any technical expert appointed by Witzenberg Municipality

1.10 References to clauses

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

6 Subcontracting

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

7.1 Surety ship

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

Contractor's failure to commence with the works

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

12.2 Programme

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

14.5 Site instruction book

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

20.3 Accommodations and care of employees

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

22.1 Contractor's superintendence

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

35.1.1 Insurance of works

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

35.1.3 Liability insurance

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

35.9 Contractor shall claim

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

37 Valuation of Variations

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

37.2. Day works

"Gross remuneration" shall include the following:

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

42.1 Time for completion

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

42.2 Extension of time for completion

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

42.5 Shortage of material

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

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

42.6 Availability of petroleum products

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

44.2 Work to be measured

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

44.6 Valuation of materials on site

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

47.5 Extension of time resulting from abnormal climatic conditions

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

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

EXPECTED NORMAL RAINFALL WEATHER

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

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

- The times work was stopped and recommenced.
- A motivation for the reasons construction could not continue, with reference to the critical activity on the agreed construction programme.
- A report on active resources on site at the time of the disruption, which shall be certified by the Engineer's Representative or Clerk of Works.
- The circumstances surrounding any instruction by a third party to stop work due to inclement weather.

The Contractor shall submit to the Engineer claims for all time lost due to inclement weather within 1 working day of the claim day, duly certified by the Engineer's representative or Clerk of Works. A record of inclement weather will be kept and recorded at site meetings on a regular basis. Only when all parts of the contract have been handed over will claims, if any, be considered for exceptionally inclement weather. The onus is on the Contractor to prove these claims.

The delays granted in terms of this Clause shall not automatically result in an overall extension of time being granted for completion of the Works unless the effect is clearly applicable to the critical path of the agreed construction programme activities and affects weather sensitive work.

When considering extension of time for abnormal climatic conditions, the effect of the loss of the total working days per annum due to normal inclement weather, as indicated in the abovementioned table, shall be taken cumulatively over the whole contract period. If the contract is less than one year the appropriate number of expected days of normal rainfall weather will be calculated on a pro-rata basis.

48.1.4 Claim procedure

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

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

59. Targeted procurement

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

- 59.1 Failure by the Contractor to honour undertakings given or stated by him in his bid pertaining to Targeted Procurement shall be a reason for termination of this contract by the Employer.
- 59.2 If the bid adjudication points awarded to the Contractor are later found to be based on incorrect or false information, or the conditions pertaining to the award of points are not met, the Contractor shall pay the Employer an amount equal to one and a half multiplied by the product of the number of falsely claimed bid adjudication points and the Bid Amount exclusive of VAT, divided by 100.

60. Employment of local labour and conditions of temporary employment

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

A minimum of 50% of unskilled labour must be created by employing local laborers from Witzenberg Municipal Area for the duration of the contract.

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

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

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

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

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

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

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

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

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

C1.3 Form of Guarantee

Contract No 08/2/18/52

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

(hereinafter called "the Contractor") on the day of20..... ,

for.....

At

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

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

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

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

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

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

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

5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....Rand (in words); R(in figures)

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

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

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

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20

Signature

Duly authorized to sign on behalf of

Address	As witnesses: 1
.....	2
.....	

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Schedule of Quantities

C2.3 Day work Schedule

C2.1 Pricing Instructions

The Schedule of Quantities consists of General descriptions of the project.
Prices must be fixed prices covering all the work in the Schedule of Quantities.

1. Rates and Prices

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

The Contract Price shall **not** be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.

The quantities as indicated in the pricing schedule are estimated. The municipality reserves the right to increase or decrease the actual quantities as per its requirements.

2. Method of Measurement and Payment

As per Bill of Quantities.

3. Descriptions, Directions and References

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

4. Nett Measurement

All work and quantities are subjected to re-measurement at completion of project.

5. Sales Tax and Surcharge

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

6. Arithmetical Errors

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

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

7. Rejection of Tender

A tender may be rejected if the prices are, in the opinion of the Employer, obviously unreasonable or out of proportion.

8. Use of the Schedule of Quantities

Re-measurements will be allowed after completion and where additional work has been asked for.

9. Entries

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

C2.2 Schedule of Quantities

WITZENBERG MUNICIPALITY

CONTRACT NO 08/2/18/52

SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	Rate	ESTIMATED TOTAL BID PRICE (Excl. VAT)
1	Gate (as per drawing specifications)	sum	1		
2	Supply, Delivery & Erection of Concrete Palisade Fencing at Nduli Reservoir (as per drawing specifications)	m	40 meters		
NETT TOTAL					
ADD 5% CONTINGENCIES					
SUB TOTAL					
ADD 15% VALUE ADDED TAX					
BID AMOUNT					

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

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

C2.3 Day work Schedule

C2.3.1 General

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

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

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

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

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

C2.3.2 Materials

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

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

C2.3.3 Labour

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

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

C2.3.4 Plant

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

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

DATE:.....SIGNATURE.....

On behalf of the BIDDER

Part C3: Scope of Work

C3.1 Description of Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.1 Description of Works

C3.1.1 Employers objectives

The Employer's objective is the **SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR.**

The description of the project contained in the Scope of Work is merely an outline of the contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Descriptions of some of the major items are given in this section for each type of work to be carried out in accordance with the Contract is included in the Bill of Quantities.

C3.1.2 Extent of the Works

This tender covers the various tasks and items needed to meet the objectives. Work items under this tender shall include any one or more of the following:

Establishment on site
Clearing of the site
Earthworks
Demolishing works
Installation of palisade fencing and gates

C3.1.3 Location of the Works

The sites are situated at Nduli Reservoir.

C3.1.4 Temporary Works

Nil

C3.2 Engineering

C3.2.1 Drawings

N/A

C3.3 Procurement

C3.3.1 Preferential Procurement Procedures

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

C3.4 Construction

C3.4.1 Works Specification

PORTION 1: THE WORKS

PS 1 GENERAL DESCRIPTION OF THE WORKS

PS 1.1 The Contract comprises of the **SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR.**

The Palisade fencing form part of a small business office centre that will be located in the Skoonvlei Industrial area, Bella Vista, Ceres. The fencing must be fitted adjacent to the boundary lines as indicated in the layout plan.

There will not be power connections or water available at the site during delivery& installation, as well as no ablution facility. Own arrangements must be made for any power, water or ablution needs, as the delivery of the fencing forms part of the beginning phase of the project.

PS 2 DESCRIPTIONS OF SITE AND ACCESS

PS 2.1 Locality

The sites are situated at the corner of Banks Street and Forel Street, Skoonvlei Industrial Area, Bella Vista, Ceres

PS 2.2 Access to the Sites

Access to the site of the works will be given to the Contractor on the Commencement Date as stipulated in the Contract, provided that the Purchase Order was received by the Contractor.

Where the site of the works is on public roads, which will remain in use during the course of the work, every effort shall be made by the Contractor to minimise the disruption to existing pedestrian and traffic flows during construction. No road may be closed without the express permission of the Employer and traffic shall be accommodated as specified or shown on the drawings.

Where existing roads are used, they shall be protected from damage by extraordinary traffic. The Contractor shall immediately repair any damage arising out of his acts of omissions by him to fences, gateways, drains or to any other structure during the execution of the Contract and shall leave everything in the same state as found by him.

The Contractor shall as far as possible confine his operations to within the limits of the site or land provided by the Employer, but if this is inadequate for this purpose, he shall make all arrangements for any further land he may require and shall pay all costs and charges in this connection.

The Contractor shall afford all reasonable pedestrian and/or vehicular access to all owners and occupiers of properties abutting the works to the satisfaction of the Employer. Workmen employed by the Contractor will not be permitted on private property abutting the works during its progress unless such presence is required successfully complete the work and permission from the owner/occupier has been granted.

PS 2.3 Boundaries of the site

The site of works shall consist of all the separate areas associated with the work to be constructed under the Contract. Including the construction camp, any storage area on the site which the Contractor may require in addition to the area required for construction of the works.

PS 2.4 Topography

All the sites have relatively gradual slopes.

PS 2.5 Climate

The general weather conditions are typical of that in the Western Cape area. Rainfall data is presented in Sub clause 47.5 of the Special Conditions of Contract.

PS 3 NATURE OF GROUND AND SUBSOIL CONDITIONS

PS 3.1 Investigations

No specific investigations have been conducted to determine subsoil conditions, but based on experience in the area it is expected that the subsoil will consist of a sandy to clay material with some occurrence of rock as reflected in the Schedule of Quantities.

PS 4 CONSTRUCTION PROGRAMME

PS 4.1 Submitted programme

To enable the Engineer to assess the actual progress of the Works at all times in comparison with the programme, the Contractor's project programme shall in addition to the requirements of Sub-Clause 12.2 of the General Conditions of Contract, include a detailed network analysis showing:

- a) the various activities, related to a time scale, for each element for the Works in sufficient detail to be able to assess construction progress.
- b) critical path activities and floats and their dependencies.
- c) key dates in respect of work to be carried out in other Sections of the Contract.
- d) key dates in respect of information to be provided by the engineer and/or others.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

PS 4.2 General

Before any work is commenced on the Site of Works, but in any event not later than the time stated in the Contract Data, the Contractor shall submit his proposed project programme for the construction of the Works to the Engineer for his approval.

The tendered time for completion and the Contractor's construction programme shall take into account the statistics given in terms of PS 2.4, which statistics shall be regarded as reflecting "normal weather conditions".

The Contractor can expect that delays in the execution of the Works due to rainfall, free water and seepage water may occur and the Contractor will be deemed to have provided in his tender rates and in his Construction Programme for such costs and delays insofar as such costs and delays are due to "normal weather conditions". See Special Conditions of Contract, Clause 47.5.

When drawing up his programme, the Contractor shall also take into consideration and make allowance for, inter alia:

- a) known physical conditions or artificial obstructions,
- b) giving written notice to the relevant authority controlling a service in good time to confirm the proposed date of commencement of work on each particular service, and searching for, dealing with and carrying out alterations to the existing services.
- c) the accommodation and safeguarding of public access and traffic, and
- d) the design, testing and approval of the concrete mixes.

PS 4.4 Revision of programme

When construction proceedings are differing from the time decided beforehand in the program with more than two (2) weeks, the Contractor must revise the program so that the Works can be completed within the Contract Period. Furthermore, the Contractor will submit together with the revised programme, a fully explanatory method statement in which individual activities will be scheduled and which also states what resources he will supply, so that he can proceed as required by the revised programme.

PS 4.5 Network and Critical Path

To enable the Engineer to assess the actual progress of the Works at all times in components with the programme, the Contractor's project programme shall include a detailed network analysis showing the Critical Path and "floats" on non-critical activities.

PS 5 SITE FACILITIES AVAILABLE

PS 5.1 Water supply

The Contractor shall make his own arrangements with the Director: Technical Services' Department of the Witzenberg Municipality regarding the supply of water for construction of the Works and possible conveyance of storage of this water according to his own requirements.

PS 5.2 Power supply

The Contractor shall make his own arrangements with the Department of the Electrical Town Engineer regarding the supply of electricity for the Contractor's Camp.

PS 5.3 Contractor's Camp, depot and offices

The Contractor may establish his camp as designated by the Engineer.

PS 5.4 Telephone facilities

The Contractor shall make his own arrangements.

PS 5.5 Security

The Contractor shall take every precaution to ensure safety and to protect the Works from theft and vandalism. The Contractor shall be responsible for the safety and security of his personnel, materials on site and the Works in general at all times. The Contractor shall therefore acquaint himself with the current situation in the area with regards to safety and security (liaising with the local police as necessary) and shall provide with all security measures, including the employment of accredited security services, as deemed necessary to comply with the requirements under this clause.

PS 6 SITE FACILITIES REQUIRED

PS 6.1 Site facilities for the Contractor

The following facilities are required on the Site of Works for the Contractor in addition to all the other facilities specified and as required by the Contractor for his own purposes:

PS 6.1.4 Latrine facilities

The Contractor shall erect and maintain sufficient washing and latrine facilities. All facilities shall comply with the Local Authority regulations.

PS 7 FEATURES OF THE CONTRACT REQUIRING SPECIAL ATTENTION

PS 7.1 Labourers housing facilities

No housing is available and the Contractor shall make his own arrangements to house his employees and for their transport to and from the Site of Works. Employees, excluding night watchmen, as may be allowed by arrangement with the Employer, will not be allowed to live on the site of the Contractor's Camp establishment.

PS 7.2 Existing Services

PS 7.2.1 Information

Existing services/connections that may be affected by the Works are not all known. The information regarding these services must be located by the Contractor and verified with the Witzenberg Municipal Employee responsible.

Prior to commencing work, the Contractor shall confer with all Authorities and Departments concerned and obtain the necessary way leaves for both overhead and underground services affected by the Works and shall satisfy himself that he has obtained all the relevant information required to complete the Contract. The Contractor shall carry out the works with the minimum interference to existing services. He shall co-operate with all Authorities and Departments concerned and shall be solely responsible for carrying out the following operations and checks:

- i) He shall inform all Authorities and Departments in good time before the correct stage of the construction is reached for the laying and/or relaying of any particular services.
- ii) He shall set out the lines and levels of kerbs, pipes, culverts and any other necessary features of the Contract in order that Authorities and Departments are able to lay and/or relay services correctly.

It shall be clearly understood that obtaining the necessary way leaves and any extra work, such as the removal of any portion of the Works already executed either by the Contractor or by the Authority or Department and its subsequent re-execution, which is caused by the Contractor's failure to observe and carry out his responsibilities as specified, will be at his own cost.

If the Contractor considers that the progress of the works is being retarded by the failure of any Authority or Department to lay, remove or divert pipes, ducts, services, cables or poles within a reasonable time, he shall immediately notify the Employer in writing, stating clearly the number of days and delays claimed. The Employer will then decide whether such a claim is justifiable, and in the event of the claim being accepted, he will hand to the Contractor a certificate clearly stating the number of days of delays sanctioned.

The cost of repairing any damage or services, due to miscalculations or negligence on the part of the Contractor or his failure to carry out duties set out in this Clause, shall be borne by the Contractor.

PS 7.2.2 Location and Protection of Existing Services and Works

The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing with any section of the Works and shall exercise the greatest care when working in the vicinity of such services.

The Contractor shall take all necessary steps to protect any existing services and works whatsoever against damage which may arise as a result of his operations on Site. The Contractor shall bear the cost of the repair of damage to any service the possible existence of which could reasonably be ascertained by him in good time.

The Contractor shall inform the relevant Authority, i.e. the owner of the service, of his intention to cross the service, at least one (1) week before the crossing is to take place.

In the case of the Contractor being responsible for the costs of repair work done by the Employer or any other Authority, the Employer reserves the right to deduct such costs from interim Payment Certificates which are to be certified to the Contractor in accordance with the Contract.

No excavations may be executed within 3 m of any underground service before the owner of the service has not been informed thereof.

PS 7.3 Temporary stockpiling and spoil

N/A

PS 7.4 Benchmarks

N/A.

PS 7.5 Environmental protection

Except where clearing is required for the permanent Works, for excavation operations and for access and construction roads, all trees, vegetation and native shrubbery shall be preserved and shall be protected against damage by the Contractor's construction equipment and operations.

The Contractor's construction activities shall be performed by methods that will prevent the entrance of, or accidental spillage of solid matter, debris, contaminants and other pollutants and wastes into any streams or the underground water source.

PS 7.6 Relationship with property owners and general public

The Employer expects the Contractor, his agents and workmen to maintain at all times good relationships with property owners and members of the general public.

All traffic shall move at safe and reasonable speeds.

The Contractor's attention is drawn to the requirements with regards to noise control and prevention of dust. The Contractor shall be liable for any damage caused by dust as a result of his construction activities. The Contractor shall also take special

SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR

preventative measures to secure the safety of the general public during the construction process especially when trenches are open.

PS 7.7 Dumping site

The Engineer will indicate the nearest dumping site to spoil material.

PS 7.8 Employer's requirements

The project is financed by the Witzenberg Municipality.

The Witzenberg Municipality reserves the right to refuse acceptance of a surety offered from Insurance Company. A Bank Guarantee shall be accepted instead.

PS 7.9 Record Drawing

As the Works proceed the Contractor must keep detailed records of all changes to the drawings. The actual position of all new and existing services must be indicated on the set of drawings supplied free of charge for this purpose.

The certificate of completion will only be issued once the Engineer has received the record drawings. No separate payment will be made for this and it will be deemed to be included in the rates.

PS 7.10 Items to be priced as main tender

N/A

PS 8 UTILIZATION OF LOCAL LABOUR

PS 8.1 General

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

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

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

PS 8.2 Employment of local labour

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

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

Proof of residence in the Ceres area must be provided to the Engineer by the Contractor and attached to the daily labour returns.

PS 9.3 Conditions of temporary employment

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

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

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

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

PS 10 GUIDELINES TO CONTRACTOR

It is vitally important that the Contractor complies with the following guidelines in order to maintain a satisfactory working relationship between himself and the Engineer and thereby preventing unnecessary and expensive contingencies.

- a) The Contractor shall submit to the Engineer in good time, samples of all materials which may be used in the Works so that the Engineer can have such materials tested if necessary.
- b) The Contractor shall attempt to give the Engineer full opportunity to inspect any works before such works are covered

PS 11 APPLICABLE STANDARD SPECIFICATIONS

PS 11.1 Interpretations

SANS, Standardised Specification for Civil Engineering Construction shall form part of the contract document and, notwithstanding the provisions of Sub Clause 2.2 of SANS 1200 A, the latest editions specified below shall apply:

The provisions of these SANS 1200 take precedent over the provision of any part of SANS 2001 that is applicable in the contract. The variations and additions to these specifications are described in the section "Applicable SANS 1200 standardised specifications."

Although not bound in nor issued with this document the following standardised specifications shall form part of the contract document and shall apply:

SANS 1200 A 1986 General
SANS 1200 C 1980 (as amended 1982) Site Clearance
SANS 1200 C 1988 (as amended 1990) Earthworks
SABS 135 ISO Metric Black Bolts, Screws and Nuts (hexagon and square)
SABS 763 Hot-dip (galvanised) Zinc coatings
SABS 471 Portland Cement (Ordinary, rapid hardening and sulphate resisting)
SABS 626 Portland Blast Furnace Cement
SABS 831 Portland Cement 15 and Rapid-hardening Portland Cement 15
SABS 1083 Aggregate from Natural Sources
SABS 920 Steel bars for Concrete Reinforcement
SABS Code of Practice 0100 The Structural use of Concrete Part 2
SABS Method 863 Compressive strength of Concrete
SABS 4482 Hard Drawn Mild Steel Reinforcing Wire 480 Mpa
SABS 5896 Specification for high tensile steel sure strand for the Pre-stressing of concrete

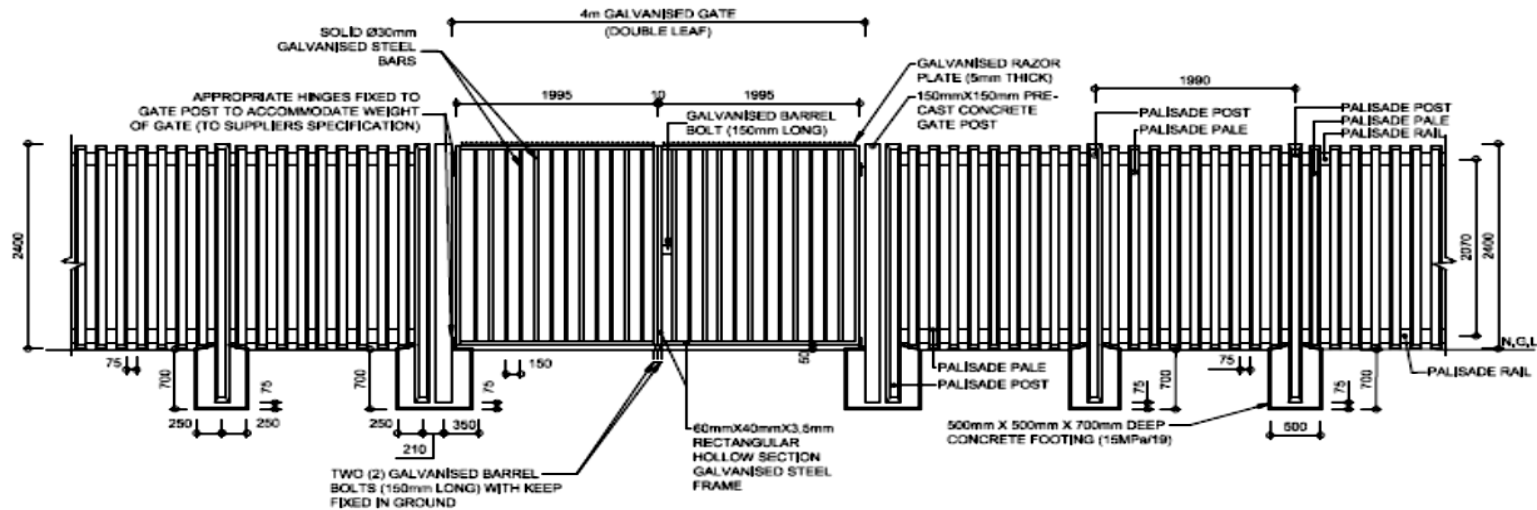
It shall however be noted that reference is made in certain of the specifications to other standardised specifications which may or may not be included in this document. Where such specifications are not included, they shall however be deemed to be included in the Contract documents.

The Contractor shall have available for reference on site at all times a full set of the above specifications, together with any other to which they refer. These specifications shall remain the property of the Contractor but shall be made available to the Engineer whenever required throughout the duration of the Contract.

Special Conditions of Contract

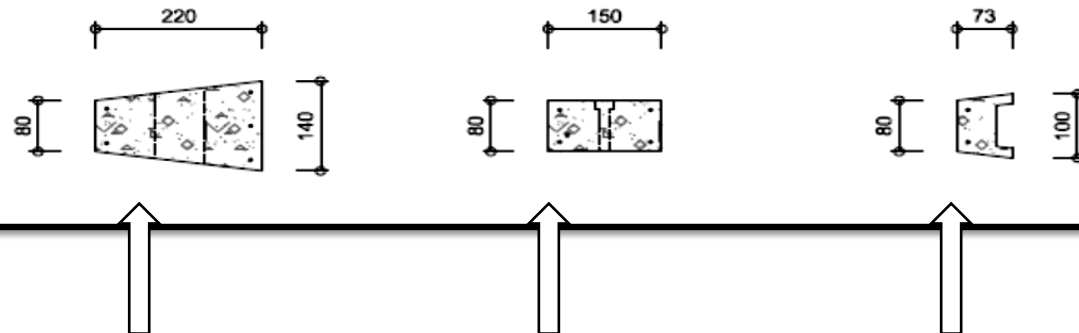
1. The successful bidder must be able to produce, deliver & complete the concrete palisade fencing and gates within 8 weeks after notice have been given (written confirmation must be provided of this)
2. Bidder is to provide their own water, toilet facility & power on the site
3. Retention period to be 12 months, retention amount to be 5%

TYPICAL DETAIL OF CONCRETE PALISADE FENCE



NOTES

1. GATE MUST BE MANUFACTURED FROM HEAVY DUTY HOT DIPPED GALVANISED STEEL ACCORDING TO SABS 763.
2. ALL PRE-FABRICATED ELEMENTS MUST BE MANUFACTURED OF PRE-STRESSED CONCRETE WITH A MINIMUM 28 DAY STRENGTH OF 40MPa.
3. POSTS TO BE 3000mm LONG, RAILS 1980mm LONG & PALES 2370mm LONG.
4. PALES TO BE TWICE BOLTED TO RAILS WITH 140mm GALVANISED CARRIAGED BOLTS, WITH 50x6mm PVC WASHERS BETWEEN PALES AND RAILS AND 20x3mm WASHERS BETWEEN NUT AND RAIL.



Part C4: Site Information

C4.1 Scope

The Contract entails the **SUPPLY, DELIVERY & ERECTION OF CONCRETE AND STEEL PALISADE FENCING AND GATE AT NDULI RESERVOIR**

C4.2 Access to Site

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

C4.3 Topography

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

C4.4 Climate

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

C4.5 Nature of Ground and Subsoil Conditions

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

Appendix A –Site Locality Plan

Appendix B -Drawing

Local Content Declaration - Summary Schedule

Note: VAT to be excluded from all calculations

Pula	EU	GBP
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[illegible][illegible]

SignatureoftendererfromAnnexB

Date: _____

(C20) Total tender value	R 0	
(C21) Total Exempt imported content	R 0	
(C22) Total Tender value net of exempt imported content	R 0	
(C23) Total Imported content		R 0
(C24) Total local content		R 0
(C25) Average local content % of tender		

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No. _____

(D2) Tender description: _____

(D3) Designated Products: _____

(D4) Tender Authority: _____

(D5) Tendering Entity name: _____

(D6) Tender Exchange Rate: _____ Pula _____

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

Calculation of imported content									
Tender item no's	Description of imported content	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
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content									
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

(D32) Total imported value by tenderer R 0

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content									
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

Calculation of foreign currency payments				
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Signature of tenderer from Annex B

Date: _____

(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 R 0

This total must correspond with Annex C - C 23

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____