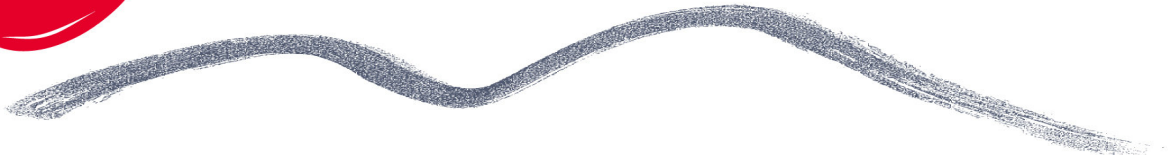


WITZENBERG

Municipality • Munisipaliteit • UMasipala Wase



PROJECT DOCUMENT

FOR

CONTRACT NO. 08/2/9/49

FOR

CONSTRUCTION OF SECURITY FENCE AT WOLSELEY LANDFILL SITE

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

FEBRUARY 2012

ISSUED BY:

FINANCIAL DIRECTORATE: WITZENBERG MUNICIPALITY PROCUREMENT UNIT
DROMEDARIS STREET
CERES

WITZENBERG MUNICIPALITY

BID No. 08/2/9/49

CONSTRUCTION OF SECURITY FENCE AT WOLSELEY LANDFILL SITE

GENERAL BID INFORMATION

TENDER ADVERTISED	:	18 February 2012
CLOSING DATE	:	02 March 2012
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

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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. 08/2/9/49**
CONSTRUCTION OF SECURITY FENCE AT WOLSELEY LANDFILL SITE

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

Bidders should have a CIDB contractor grading of **1SQ** or higher

All bids received shall be evaluated in terms of the Witzenberg Municipality's Supply Chain Management Policy and the Preferential Procurement Policy Framework Act. 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, Drommedaris Street, Ceres at a cost of R30.00 per set. No cheques will be accepted.

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

Mr. M. Frieslaar
Witzenberg Municipality
Ceres
6835
Tel: (023) 312 1761 / 5
E-mail: mfrieslaar@witzenberg.gov.za

The closing time for receipt of bids is **12:00** on **02 March 2012** 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**.

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.

The Municipal Manager
Witzenberg Municipality
50 Voortrekker Street
Ceres
6835

D NASSON
MUNICIPAL MANAGER

T1.2 Bid Data

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

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

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

Clause No. Bid Data

F.1 General

F.1.1 Actions

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

F.1.2 Bid Documents

The bid documents issued by the Employer comprise:

This bid document **BID No. 08/2/9/49: CONSTRUCTION OF SECURITY FENCE AT WOLSELEY LANDFILL SITE** in which is bound:

F.1.3 The Bid

Part T1: Bidding Procedures

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

Part T2: Returnable Documents

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

Part C1: Agreement and Contract Data

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

Part C2: Pricing data

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

Part C3: Scope of work

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

Part C4: Site Information

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

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

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

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

BEFORE AWARDING

Name : Mr M Frieslaar
Postal address : Witzenberg Municipality
Drommedaris Street
CERES
6835

Tel : 023 312 1761 / 5
E-mail : mfrieslaar@witzenberg.gov.za

AFTER AWARDING

Mr J Jacobs
Witzenberg Municipality
50 Voortrekker Street
CERES
6835

023 316 8540
jjacobs@witzenberg.gov.za

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

F.2 Bidder's obligations

F.2.1 **Eligibility**

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

F.2.1.1 **Bidders' track record**

Bidder must have at least a minimum of two (2) years experience in related subjects. Bidders are required to complete **Schedule 3**, Part T2: Returnable Documents with regard to similar work satisfactory carried out by the bidder.

F.2.1.2 **CIDB Registration**

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

F.2.2 **Local office**

In order to be considered for an appointment in terms of this bid, it will be beneficial if the bidder have an office in the Western Cape, 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. The bidder must attach a certified copy of the certificate of incorporation and shareholders certificates of his/her company, close corporation or trust to **Schedule 2**, Part T2: Returnable Documents.

F.2.3 **Financial institution/financier letter of undertaking**

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

F.2.7 **Compulsory Clarification meeting attendance**

N/A

F.2.12 **Alternative bid offers**

F2.12.1 Alternative bids will be considered in accordance with guidelines of Standard Conditions.

F.2.13 **Submitting a bid offer**

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

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

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

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

Location of bid box: Bid Box at entrance of Witzenberg Municipality Office
Physical address: Witzenberg Municipality, **50 Voortrekker Street, Ceres, 6835**
Identification details: Bid number: **08/2/9/49**
Title of Bid: **CONSTRUCTION OF SECURITY FENCE AT WOLSELEY LANDFILL SITE**

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

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

F.2.15 **Closing time**

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

F.2.16 **Bid offer validity**

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

F.2.17 **Clarification of bid offer after submission**

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

F.2.23 **Certificates**

F.2.23.1 **Tax Clearance Certificate**

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

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, 02 March 2012**

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

F.3.8 **Test for responsiveness**

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

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

F.3.11 **Evaluation of bid offers**

F.3.11.1 **General**

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

F3.13 **Acceptance of bid offer**

F.3.13.1 Bid offers will only be accepted if:

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

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

- b) The bidder has not:

- i) abused the Employer's Supply Chain Management System; or
 - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- c) The bidder has completed the Compulsory Enterprise Questionnaire (**Schedule 1**) and there are no conflicts of interest that may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process.

F.3.13.2

Notification of decision and appeal period

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

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

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

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

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

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

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

F.3.18

Provide copies of the contract

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

ADDITIONAL CONDITIONS OF BID

The additional conditions of bid are:

1. Negotiations with preferred bidders

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

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

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

2. General supply chain management conditions applicable to bids

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

- a) has furnished the Municipality with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;

- whether a spouse, child or parent of the provider or of a director, manager, share holder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
- who is in the service of the state;
 - if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
 - who is an advisor or consultant contracted with the Municipality.

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

3. Combating abuse of the Supply Chain Management Policy

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

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

In this regard, bidders shall complete **Schedule 10**, Part T2: Returnable Documents: Declaration in terms of the Municipal Finance Management Act and in terms of Municipal Rates and Services. Failure to complete this schedule may result in the bid not being considered.

4. Price variations

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

5. Information accuracy

Bidders must make and rely on their own investigations and satisfy themselves in relation to all aspects of the project. The Council will not be held liable for any incorrect or misleading information or omission to the disclosed information in this bid.

6. Compliance with Occupational Health and Safety Act 1993

Bidders are to note the requirements of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations 2003 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- N/A
 - Schedule 15: Estimated Monthly Cash Flow – N/A
 - Schedule 16: Declaration concerning fulfillment of the Construction Regulations, 2003
- 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 HDI equity
 - Declaration concerning fulfillment of the Construction Regulations, 2003
- 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

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

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

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

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

*insert separate page if necessary

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

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

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 2: DOCUMENTS OF INCORPORATION

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

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 4: PROOF OF CIDB REGISTRATION

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

SIGNED ON BEHALF OF BIDDER:

WITZENBERG MUNICIPALITY
FINANCIAL DIRECTORATE, PROCUREMENT UNIT
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SCHEDULE 5: BANKING DETAILS

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

Financial Institution :

Contact Person :

Branch :

Account Number :

Name of Account Holder :

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:

WITZENBERG MUNICIPALITY
FINANCIAL DIRECTORATE, PROCUREMENT UNIT
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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	
Physical address	
Contact Details of the Person Signing the Bid:	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 no.	
VAT registration no.	
Company registration no.	
Any other Registration applicable to this Industry	
Bidder's banking details	Name of account holder: _____ Name of Bank: _____ Bank Account Number: _____ Branch Code: _____

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

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

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

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

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

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

(ii) A Registered Auditor

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

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

(a) If yes, please attach proof

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CONSTRUCTION OF SECURITY FENCE AT WOLSELEY LANDFILL SITE
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.

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

0. In order to meet this requirement bidders are required to complete in full a TCC 001 form "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
1. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
2. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
3. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
4. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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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. _____

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: _____

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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

WITZENBERG MUNICIPALITY
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OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

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.2.1.1 and F.2.1.2 on page 7 of this bid document.

2.1 A bid proposal, in writing, must speak to at least the following:

- Experience and expertise
- Contactable references with contact details of individuals officials;

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		

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

.....

(Name in Print)

.....

(Signature)

.....

(Capacity)

.....

(Date)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.1 The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included) and therefore the **80/20 points** system shall be applicable.

1.2 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “**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 services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with an annual total revenue of R5 million or less;
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? **YES / NO (delete which is not applicable)**

8.1.1 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? **YES / NO (delete which is not applicable)**

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm :.....

9.2 VAT registration number :

9.3 Company registration number :

9.4 Type of company/ firm

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

[TICK APPLICABLE BOX]

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- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, 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 contribution 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;
 - () restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
 - (a) forward the matter for criminal prosecution

WITNESSES:

0.
 2.

.....
 SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

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: 08/2/9/49

Description: CONSTRUCTION OF SECURITY FENCE AT WOLSELEY LANDFILL SITE

in response to the invitation for the bid made by:

WITZENBERG MUNICIPALITY

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder, who:
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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

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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:

Not applicable

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

Not applicable.

SIGNED ON BEHALF OF BIDDER:

.....

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SCHEDULE 16: DECLARATION CONCERNING FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as Regulations), promulgated on 18 July 2003 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 fulfillment 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.

(Tick)

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

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

(Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	<input type="checkbox"/>
Own resources, still to be hired and/or trained (until competency is achieved)	<input type="checkbox"/>
Specialist subcontractors (competent) – Specify:	<input type="checkbox"/>

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 fulfillment of the Regulations for the duration of the construction and defects liability period.

.....(Tick)

Yes	<input type="checkbox"/>
No	<input type="checkbox"/>

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

Signature: _____ Date: _____

Print Name: _____ Position _____

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

C1.1 Form of Offer and Acceptance

1.1.1 Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of projects numbers **08/2/9/49** in the bid “**CONSTRUCTION OF SECURITY FENCE AT WOLSELEY LANDFILL SITE**”

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

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

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

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

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

Signature

Name

Capacity

for the bidder(Name and address of organization)

Name and signature of witness Date

CIDB registration number

1.1.2 Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

Signature

Name

Capacity

for the bidder(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

The Conditions of Contract are the General Conditions of the Contract for Construction Works (2004 published by the South African Institution of Civil Engineers (SAICE)).

Copies of these conditions of contract may be obtained from the SAICE at Private Bag X200, Halfway House, 1685, Tel no: 011-8055947 or mailto: Civilinfo@saice.org.za

1.2.1 Part 1: Contract Data for GCC 2007 completed by the Employer

Clause	Description
1.1.14	The Employer is the Witzenberg Municipality .
1.2.2	The Employer's address for receipt of communications and notices is: Telephone: 023-312 1761 / 5 E-mail: mfrieslaar@witzenberg.gov.za Address (Postal): PO. Box 44 CERES 6835 Facsimile: 023-312 1934 Address (Physical): 50 Voortrekker Street CERES 6835
1.1.15	The Engineer Mr. J Jacobs.
1.2.2	The Engineer's address for receipt of communications and notices is: Telephone: 023-3168540 E-mail : jjacobs@witzenberg.gov.za Address (Postal) : Technical Department 50 Voortrekker Street CERES 6835 Facsimile: 023-3123472 Address (Physical): 50 Voortrekker Street CERES 6835
1.6 and 38	The period from 19 December up and until 5 January and all statutory holidays recognised by the Civil Engineering Industry.
1.6	The year end break commences on 15 December 2010 and ends on 10 January 2011.
7	The time to deliver the Deed of Guarantee is 14 days of the Commencement date.
7	The liability/amount of the Guarantee shall be for 10% of Contract Sum.
10	The Contractor shall commence executing the Works within 14 days of the Commencement date.
12.2	The Contractor shall deliver his programme of work within 14 days of the Commencement Date.
35.1.3	The limit of indemnity for the liability insurance required is R 500 000.00

Clause	Description
35.4	Delete clause 35.4.
37.2.2.3	The maximum percentage allowed to cover overhead charges is 25%. – Not applicable
43.1	The penalty for failing to complete the Works is R 1 000 per calendar day based on the agreed works programme.
49.1.5	80% - the percentage advance on materials not yet built into the Permanent Works – Not applicable

49.3	The percentage retention on the amounts due to the Contractor is 10% of the Contract price.
49.6	A Retention money Guarantee is permitted.
53.1	The defects liability is 12 months measured from the date of the Certificate of Completion.
58.4	The determination of disputes shall be by arbitration.

1.2.2 Part 2: Contract Data for GCC 2007 provided by the Contractors

The variations to the General Conditions of Contract are:

Clause	Description
1.8	The name of the Contractor is
1.2.2	The Contractor's address for receipt of communications and notices is: Telephone: Facsimile: E-mail: Address (Postal): Address (Physical):
42.1	The Works shall be completed in.....weeks/months.

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."

37.2.2.1 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 4 additional job opportunities must be created by employing local laborers from Witzenberg Municipal Area for the duration of the contract.

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

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

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

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

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

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

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

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

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

C1.3 Form of Guarantee

Contract No 08/2/9/49.

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 all projects.

Prices must be fixed prices per project covering all the work stated on the site visits and relevant plan that will be issued at the clarification meeting.

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.

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. **Errors in the Priced Schedule**

In the event of discrepancies between the unit rates and totals extended, the unit rates shall be deemed to be correct. The Employer reserves the right to correct the total Tender Sum in the event of there being any errors in the extension or addition in the priced Schedule of Quantities.

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

MBD 3.1

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

Name of Bidder:	Bid Number: 08/2/9/49
Closing Time: 12h00	Closing Date: 24 February 2012

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

Item No	Payment	Description	Unit	Qty	Rate	Amount	
						R	c
	SABS 1200	SCHEDULE A - SECURITY FENCE					
	PA 5.2	FENCING					
1		Razor mesh security fence (Wolseley) 2.1m high 50mm x 2.5mm galvanized	m	690			
2		Intermediate post	each	30			
3		3m long stays	each	30			
4		Portable fences	each	10			
TOTAL CARRIED FORWARD TO CALCULATION OF BID SUM							

C2.2.1 Summary of Schedule of Quantities

CALCULATION OF BID SUM	AMOUNT
TOTAL SCHEDULE A – SECURITY FENCE	R
SUBTOTAL	R
ADD: VALUE ADDED TAX (VAT): 14% of Subtotal	R
TOTAL BID AMOUNT TO FORM OF BID	R

- **It is compulsory for bidders to bid for all items within the pricing schedule. If not, the bid will be considered as non-responsive. Bid will be evaluate and awarded as a whole and not per item**

Required by: Mr J Jacobs
 At: Prescribed destination
 Country of Origin

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

Does offer comply with specification? *YES/NO

If not to specification, indicate deviation(s)

*Delete if not applicable

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

SPECIAL CONDITIONS OF CONTRACT

GENERAL

The General Conditions of Contract for works of civil engineering construction, Sixth edition (1990), issued by the South African Institution of Civil Engineers, and shall apply to this Contract except where the said General Conditions of Contract are amended by these Special Conditions of Contract.

Page	Clause	Amendment
		<u>DEFINITIONS</u>
	1. (1) (l)	The "Employer" means the Municipality of Witzenberg, Cape Province
	4. (3)	<u>COPIES OF CONTRACT DOCUMENTS</u> Replace the full stop at the end of this sub-clause with a comma and add: "with the exception of the General Conditions of Contract for works of civil engineering construction – Sixth edition (1990), and the Standard SABS 1200 Specifications referred to in the Documents and Specifications.
10		Notwithstanding the requirements of Clause 10 of the General Conditions of Contract, the Contractor shall provide, within fourteen (14) days of the receipt by him of an order in writing to commence the Works, a Deed of Suretyship for the due performance of the Contract under the terms of the form of Deed of Suretyship bound into this document. The Guarantee sum shall be 10 percent of the sum stated in the Bid. The cost of providing this Deed of Suretyship shall be at the expense in all respects of the Contractor. Such Suretyship shall only be released in terms of the conditions of the said Deed of Suretyship.

Page	Clause	Amendment
		<u>DRAWINGS</u>
		Add the following: "Only dimensions shown on the Drawings may be used for the construction of the Works and no dimension may be scaled without the written instruction of the Engineer. All dimensions shown on the drawings must be checked by the Contractor on site before any part of the Works is commenced".

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PORTION 1: THE WORKS

PS 1 GENERAL DESCRIPTION OF WORKS

This Contract covers the construction of a security fence at the existing waste disposal site at Wolseley.

PS 4 DETAILS OF CONTRACT

This contract comprises essentially the following work:

Clearing the route of the fence line.

- (i) **Wolseley:** Construction of approximately 690m razor mesh security fence, 2.1m high, 50 x 2.5mm galvanized.

PS 5 CONSTRUCTION PROGRAMME

The Bidder will be required to enter a time for the completion of the works in the "Appendix to Form of Bid", and will be held to complete the works within such period stated.

A maximum period of 3 weeks will be allowed.

PS 6 SITE FACILITIES

PS 6.1 Water Supply

The Contractor shall make his own arrangements for the procurement and transport of water for construction and consumption during the course of the works.

PS 6.2 Power Supply

No power supply is laid on to the site. Should the Contractor require power, he shall make his own arrangements for a temporary supply or provide his own generator.

PS 6.3 Location of Camp and Depot

The Contractor may locate his offices, storage depot and construction facilities to suit his requirements within the boundaries of the site, in consultation with the Engineer and Employer.

PS 7 SITE FACILITIES REQUIRED

PS 7.1 Offices / Storage Facilities

No office will be required for use by the Engineer. All other offices, store-rooms, etc. required by the Contractor shall be supplied by himself.

No project notice-board will be required.

PS 7.2 Accommodation of Workmen

There are no accommodation facilities available on site, and the Contractor shall make his own arrangements for accommodating personnel and night watchmen. Temporary accommodation for personnel in suitable facilities (e.g. caravan or similar) will be permitted on site.

PS 7.3 Sanitary Facilities

The Contractor shall provide suitable temporary toilet facilities to the requirements of the local authority, and maintain it in a sanitary condition.

PS 7.4 Telephone Facilities

The Contractor will be required to arrange for the supply and shall maintain telephone facilities for his own use. It is envisaged that a cellphone facility would be employed. Both the site foreman and the Contractor's project manager shall be contactable at all reasonable times. A separate facility for the Engineer's Representative will not be required.

PS 7.5 Site Instruction Books

The Contractor will not be required to provide a site instruction book. Instructions from the Engineer will be given by fax or letter.

PS 8 FEATURES REQUIRING SPECIAL ATTENTION

PS 8.1 Existing Services (See also SABS 1200, 1200 A item 5.4 and 1200 DB)

There are no recorded services within the boundaries of the site. Should any existing services be encountered, the Contractor shall immediately notify the Engineer who will arrange for the necessary action to be taken.

Once such services are encountered, the Contractor will be responsible for the safekeeping thereof, and any subsequent damage will be for his account.

PS 8.2 Survey Beacons

Surveyed pegs have been placed at the corner points of the proposed fence, as shown on the drawings. The Contractor shall search for and locate these pegs at the start of the contract and report any which cannot be found. These pegs are to be adequately protected from damage for the duration of the contract. Each peg shall be referenced before excavation for the new fence post, which shall be placed 50mm away from the peg on the inside of the property. After the post has been placed, the peg shall be replaced in its original position using the reference points, and set in the post's concrete backfill. Provision for this work must be included in the rates for the Works, as no separate payment will be made.

PS 8.3 Testing of Materials

The Contractor shall include, under the Preliminary and General items of Section AA of the Schedule of Quantities, all costs involved in the execution of laboratory tests for his own control testing. The results of these tests shall be presented to the Engineer in writing to ensure compliance with the requirements of the specifications.

The Engineer reserves the right to carry out any tests he deems necessary to ensure compliance of the materials supplied for use in the works with the requirements of the applicable specifications, or to ensure that the standard of workmanship meets the requirements of the specifications.

In the event of these check tests not meeting the requirements of the specifications, the cost of such tests shall be to the Contractor's account.

PS 8.4 Access and Safety

The Contractor shall include all costs necessary for the maintenance of access to the various areas of the Works in his bided rates. The Witzenberg Municipal personnel responsible for the operating and maintenance of the site shall have unrestricted access at all times for the execution of their duties.

PS 8.5 Dealing with Water

Dealing with surface and subsurface water by the Contractor during the course of construction shall be deemed to be included in his bided rates for the Works.

PS 9 VALUE ADDED TAX, IMPORT DUTIES, ETC.

Scheduled rates shall include all sales taxes, import duties and any other taxes, dues or charges which may be imposed, so that the scheduled rates represent the total costs of the respective items of the Employer.

Value added tax (VAT) is to be excluded from the individual rates, and shall only be added to the final extended amounts.

PS 10 APPLICABLE STANDARDISED SPECIFICATIONS

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

SABS 1200 AA	-	1986	:	General (small works)
SABS 1200 C	-	1980 (Amd '82)	:	Site Clearance
SABS 1200 DA	-	1988 (Amd '90)	:	Earthworks (small works)

PROJECT SPECIFICATIONS

PORTION 2: VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS FOR THIS CONTRACT, AS WELL AS PARTICULAR SPECIFICATIONS

The following variations and additions to the SABS 1200 Standardised Specifications referred to in the last clause of Portion 1 apply to this Contract. The prefix PS indicates an amendment to SABS 1200. The letters and numbers following these prefixes respectively indicate the relevant Standardised Specification and clause numbers in SABS 1200.

PSAA GENERAL (SMALL WORKS)

PSAA 2.3 DEFINITIONS

General

ADD THE FOLLOWING DEFINITIONS:

"General conditions: The General Conditions of Contract specified for use with this Contract, the special conditions of Contract and the project specific conditions of contract as applicable.

Specified: As specified in the standardised specifications, the Drawings or the Project Specifications. Specifications shall have the corresponding meaning."

PSAA 2.4 ABBREVIATIONS

Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS: SABS Co-ordinating Specification."

PSAA 3 MATERIALS

PSAA 3.1 QUALITY OF SAMPLES

ADD THE FOLLOWING:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SABS Specifications shall bear the SABS mark, whether so specified or not."

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ADD THE FOLLOWING SUBCLAUSE:

"PSAA 3.3 ORDERING OF MATERIALS

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind the Contractor shall check with the Engineer whether or not the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Engineer."

PSAA 8 MEASUREMENT AND PAYMENT

PSAA 8.1 MEASUREMENT

PSAA 8.1.2 Preliminary and general item or section

PSAA 8.1.2.2 Bided sums

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"The Contractor's bided sums under items PSAA 8.2, 8.3 and 8.4 shall collectively cover all charges for:

Insurances, indemnities, guarantees, risks, costs and obligations as applicable in terms of the General Conditions of Contract and of this standardised specification;
Head-office and site overheads and supervision;

Profit and financing costs;
 Expenses of a general nature not specifically related to any item or items of permanent or temporary work;
 Transport and accommodation of staff and labour as required for the completion of the Works;
 Liaison with and accommodating Municipal staff during the course of their duties;
 Providing all facilities on Site for the Contractor's personnel, including storage, ablutions, tools, equipment, communications, water, electricity, access and all other facilities required;
 Maintaining all these items for the duration of the Contract, including all operational and running costs;
 Removal of all facilities established on the site upon completion of the Works, and cleaning up the area of the Works and camp site."

PSAA 8.2 PAYMENT

CLAUSES 8.2.1, 8.3 AND 8.4 WILL BE COMBINED AND PAID FOR AS ONE SINGLE ITEM AS SPECIFIED IN CLAUSE 8.6, AS FOLLOWS:

"PSAA 8.6 ESTABLISHMENT COSTS

<u>Item</u>	<u>Unit</u>
PSAA 8.6 Establishment costs	Sum

The Contractor shall bid a lump sum in the Schedule of Quantities to cover his fixed establishment and time related costs as specified in subclause PSAA 8.1.2.2.

Payment shall be effected in terms of Clause AA 8.6

Only the bided amount shall be paid under this item, which shall in no way be affected by modifications to the Contract Amount."

PSC SITE CLEARANCE

PSC 2.3 DEFINITIONS

Designated Site / Area

Add the following:

"The designated area for clearing and grubbing of roots shall be defined as a 1m wide strip falling 0.5m either side of the pegged fence line. Only cutting (without grubbing) of trees, shrubs and growth to a height of 300mm above ground level will be required for an additional 1.5m either side, thus a total of 4m cleared, 2m either side of the fence line. All loose rubble and debris on the surface of the ground shall be cleared away.

The Contractor shall prior to any clearing and grubbing agree with the Engineer the areas to be cleared.

All cleared material shall be loaded, transported and dumped at the tip site."

PSDA EARTHWORKS (SMALL WORKS)

PSDA 3 MATERIALS

PSDA 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

No differentiation will be made between different types of material encountered whilst excavating and backfilling for installation of the fencing and posts as specified.

PARTICULAR SPECIFICATION PA

PA FENCING

PA 1 SCOPE

This specification covers the material and construction requirements for the supply and erection of razor mesh type security fencing.

Bidders may submit bids based upon their standard fencing system but the dimension of fencing members shall not be less than those specified in this specification.

PA 2 DEFINITIONS

For the purposes of this specification, the following definitions shall apply:

Acceptable	Acceptable to the Engineer
Intermediate post	A vertical supporting member between straining posts
Rail	A horizontal member spanning between the posts supporting the fencing
Razor mesh	A welded mesh fabricated from razor wire
Stay post	A sloping brace supporting member for a straining post
Straining post	A vertical main supporting member of the fencing, with supporting stay posts
Straining wire	Wire spanning between posts or rails for tying the wire mesh to
Tie wire	Wire used for fixing the mesh or coils to the straining wire or posts

PA 3 GENERAL REQUIREMENTS

The fencing to be offered shall be maintenance free, durable, aesthetically acceptable, repairable, and of a type which can not easily be breached, vandalised or removed by unauthorised persons to gain access to the protected area.

PA 3.1 MESH AND WIRE

The razor mesh security fence shall be 2.1m high, 50mm x 2.50mm galvanized.

Straining wire shall be 4mm diameter.
Tie wire shall be 2mm diameter.

Straining wire and tie wire shall be zinc coated mild steel wire complying in all respects with the relevant requirements of SABS 675/1993, Class C zinc coating.

PA 3.2 POSTS

All posts and rails shall be hot dipped galvanized steel members. Galvanizing shall only be done after complete manufacture, including drilling of fixing holes.

Intermediate posts shall be 3.00 m long x 450mm diameter overhang x 2mm wall thickness, spaced at a maximum of 2.6 m apart between straining posts.

Straining posts shall be supported in all directions of strain with 3 m long stays, 50mm diameter x 2mm wall thickness installed at a 45° angle into the ground.

PA 3.4 PORTABLE LITTER FENCE

A portable litter fence will be required to move around on the site following the workface, to protect the environment from wind-blown litter. Portable litter fence height 3,00m and length 2,1m

The fence shall be made up in panels which can be moved around manually and linked together to form a continuous barrier.

The completed litter fence panels and all its components, except the mesh, shall be hot dipped galvanized to SABS 763/1988 after manufacture.

PA 4 CONSTRUCTION AND ERECTION

PA 4.1 CLEARING

Clearing of the fence line shall be done in accordance with Clause PSC 2.3.

PA 4.5 RAZOR WIRE

The razor mesh shall be securely fastened to the straining wires with tie wires, at 450mm centres along the top and bottom straining wires, and at 900mm centres along the intermediate wires. The bottom of the mesh shall be buried 50mm into the soil.

When joining the mesh panels, it shall be ensured that the male/female apertures at the ends are meeting and lined up. Each aperture shall be joined in two places with tie wire.

Stepping of the panels to suit the fall of the ground will be permitted, provided such steps occur at the posts and it coincides with a joint in the mesh (mesh may require cutting to achieve this).

PA 4.7 BOLTS

All bolts used for erection of the fence shall be provided with nuts and washers. Where left exposed they shall have their ends burred over after erection.

PA 5 MEASUREMENT AND PAYMENT

PA 5.1 CLEARING AND GRUBBING OF FENCE LINE

Unit : m

The price for clearing and grubbing shall cover the cost of clearing and grubbing of tree stumps along a 1m wide strip (0.5m on either side of the fence centre line) along the entire length of the fence, clearing only of growth taller than 300mm above ground level for a further 1.5m either side the fence line, and removing all loose debris and cuttings for the full 4m width of clearing (2m on either side of the fence centre line), backfilling of cavities and removing, transporting and disposing of material thus cleared, grubbed and cut.

PA 5.2 FENCING

Unit : m

The price for fencing includes for setting out, supplying of all fence materials, transporting, excavation, planting of posts, concrete bases, and complete erection of the fence as specified. The measured length shall include the length of all gateways. Differentiation shall be made between different types and heights of fence.

PREAMBLE TO SCHEDULE OF QUANTITIES

1. The General Conditions of Contract, the Special Conditions of Contract (if any), the Specifications (including the Project and Particular Specifications), and the Drawings are to be read in conjunction with the Schedule of Quantities.
2. a) Although the Bidder is at liberty to insert a rate of his own choosing for each item in the schedule, his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedule by the Contractor.
b) Attention is drawn to Clause 47 of the General Conditions of Contract that the Contractor must not order the quantities of materials stated in the Schedule of Quantities until he has confirmed from the construction drawings and measurement on Site that such quantities are in fact the correct quantities.
3. Quantities are all measured in accordance with the "Standard System of Measurement of Civil Engineering Quantities for South Africa – SAICE 1973"
4. The prices and rates to be inserted in the schedule of quantities are to be the full inclusive prices to the Employer for the work described under the several items. Such prices shall cover all costs and expenses that may be required for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the bid is based.
5. Rates and sums entered in the schedule of quantities shall be exclusive of VAT. Provision has been made on the Summary page at the end of the schedule to add VAT.
6. All rates and sums bided shall be in South African Rands and whole cents. Fractions of a cent will be discarded.
7. A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule. Where the Bidder wishes to enter a zero rate, "NIL" shall be inscribed.
8. The Bidder must price each item in the schedule of quantities in **BLACK INK**.

The Bidder is to ensure that there are no missing pages (pages are in numerical order). Should any pages be found to be missing, the Engineer shall be notified immediately for rectification.

Appendix A – Site Locality Plan

N/A

Appendix B - Drawings

N/A