

QUOTATION 8/2/36-2024 MN226-2024

**THE PROVISION OF LABOUR FOR THE CONSTRUCTION OF AN ABLUTION FACILITY AT THE
REDELINGHUYS CEMETERY**

FQ DOCUMENT

NAME OF BIDDER:			
QUOTATION AMOUNT:			
B-BBEE LEVEL:			
MUNICIPAL AREA:			
PLEASE REFER TO PAGE 66 AND TICK AS APPROPRIATE: SMME	MICRO	SMALL	MEDIUM



BERGRIVIER MUNICIPALITY

QUOTATION 8/2/36-2024 / MN226-2024: THE PROVISION OF LABOUR FOR THE CONSTRUCTION OF AN ABLUTION FACILITY AT THE REDELINGHUYS CEMETERY

QUOTATIONS are hereby requested from service providers for the provision of labour for the construction of an ablution facility at the Redelinghuys cemetery, as set out in the specifications. **Bidders must have a CIDB grading of 1GB or higher and should provide valid proof thereof.**

Quotations in sealed envelopes clearly marked "**Quotation 8/2/36-2024 / MN226-2024 Provision of Labour for the Construction of an Ablution Facility at the Redelinghuys Cemetery**" must be deposited in the tender box at the Municipal Offices, 13 Church Street, Piketberg before **12:00 on Wednesday, 09 October 2024**, when quotations will be opened in public. **Bids addressed to any municipal official in his/her personal capacity will not be considered and will immediately be disqualified. It is the bidder's responsibility to make sure that bids are being placed in the tender box by courier companies. The Municipality will not be held accountable for any bids not being placed in the tender box by courier companies.**

Quotation documents that contain the minimum requirements are available on Bergrivier Municipality's website (**www.bergmun.org.za**) or a hard copy from Mr. Coellin Julius at tel. no. 022 913 6121 or e-mail **juliusc@bergmun.org.za** during normal office hours at a quotation fee of **R70.00** payable to the Municipality. All technical enquiries can be addressed to Mr. Tyrone April at tel. no. 022 913 6128 or email: **april@bergmun.org.za**.

Quotations must be valid and binding for one hundred and twenty (**120**) days after closing date.

A compulsory site meeting is scheduled on Tuesday, 01 October 2024 at 12h00, at Redelinghuys Cemetery, Erf 864 Engelbrechtweg in Redelinghuys.

Quotations will be evaluated according to Council's Supply Chain Management Policy. It is thus compulsory to complete the Preferential Points claim form of the Preferential Procurement Regulations in order to qualify for preference points of **80 points for price, 10 points for specific participation goals and 10 points for BBBEE. Prices must include VAT.**

Bidders must be registered as a prospective supplier on National Treasury's Central Supplier Database (CSD). The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/Centralized Suppliers Database (CSD) Registration Number must be submitted together with the bid. Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

Late, incomplete or quotations received by fax or via email will not be accepted. Proof of dispatch of a quotation will not be regarded as proof of receipt thereof. Council is not obliged to accept the lowest or any quotation. Council reserves the right to accept any quotation or part thereof. If prices offered are cost effective Council reserves the right to procure more items to take financial advantage thereof.

**MUNICIPAL OFFICES
13 CHURCH STREET
P.O BOX 60
PIKETBERG
7320**

**ADV. HANLIE LINDE
MUNICIPAL MANAGER**

MN226-2024

20 September 2024



BERGRIVIER MUNISIPALITEIT

KWOTASIE 8/2/36-2024 / MK226-2024: VOORSIENING VAN ARBEID VIR DIE KONTRUKSIE VAN 'N ABLUSIE FASILITEIT BY DIE REDELINGHUYS BEGRAFPLAAS

KWOTASIES word hiermee aangevra vanaf diensverskaffers vir die voorsiening van arbeid vir die konstruksie van 'n ablusie fasiliteit by die Redelinghuys begrafplaas, soos uiteengesit in die spesifikasies. **Leweransiers moet oor 'n CIDB gradering van 1GB of hoër beskik en 'n geldige bewys daarvan kan lewer.**

Kwotasies in verseëelde koeverte en duidelik buite op gemerk "**Kwotasie 8/2/36-2024 / MK226-2024 Voorsiening van arbeid vir die konstruksie van 'n Ablusie Fasiliteit by die Redelinghuys begrafplaas**" moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later nie as **12:00 op Woensdag, 09 Oktober 2024**, waarna kwotasies in die openbaar oopgemaak sal word. **'n Bod dokument wat aan enige munisipale amptenaar in sy/haar persoonlike hoedanigheid gerig word, sal nie oorweeg word nie en sal onmiddellik gediskwalifiseer word. Dit is die diensverskaffer se verantwoordelikheid om seker te maak dat 'n Bod dokument deur die koerier maatskappye in die tenderbus geplaas word. Die Munisipaliteit sal nie aanspreeklik gehou word vir enige Bod dokument wat nie deur die koerier maatskappye in die tenderbus geplaas word nie.**

Dokumente en spesifikasies wat die minimum vereistes bevat, is verkrygbaar op Bergrivier Munisipaliteit se webtuiste (**www.bergmun.org.za**) teen geen ekstra fooi of 'n harde kopie by Mnr. Coellin Julius by tel. no. 022 913 6121 of e-pos **juliusc@bergmun.org.za** gedurende normale kantoor ure, teen 'n kwotasiefooie van **R70.00** betaalbaar aan die Munisipaliteit. Alle tegniese navrae moet gerig word aan Mnr. Tyrone April by tel. no. 022 913 6128 of per e-pos: **aprilt@bergmun.org.za**

Kwotasies is geldig en bindend vir een honderd en twintig (120) dae na sluitingsdatum.

n Verpligte terreinvergadering is geskeduleer vir Dinsdag, 01 Oktober 2024, by Redelinghuys Begraafplaas, Erf 864 Engelbrechweg in Redelinghuys om 12h00.

Kwotasies sal geëvalueer word ingevolge die Raad se Voorsieningskanaalbestuursbeleid, 80/20 puntstelsel. Dit is dus verpligtend om die Voorkeurverkrygingsvorm te voltooi om te kwalifiseer vir enige voorkeerpunte van **80 punte vir prys, 10 punte vir spesifieke deelname doelwitte en 10 punte vir BBBEE. Pryse moet BTW insluit.**

Verskaffers moet geregistreer wees as 'n voornemende verskaffer op Nasionale tesourie se Sentrale Databasis Basis (SDB). Die Belastinguitklaringsertifikaat / Belasting ooreenstemmende status Pin / Sentrale verskaffers databasis (SDB) nommer (MAAA....), moet saam met die kwotasie dokument ingedien word. Nie-nakoming hiervan sal die uitslag van die kwotasie ongeldig verklaar.

Laat, onvolledige kwotasies of kwotasies wat per faks of per e-pos ingedien word, sal nie oorweeg word nie. Bewys van versending van 'n kwotasie sal nie as bewys van ontvangs aanvaar word nie. Die Raad behou die reg voor om enige kwotasie of gedeelte daarvan te aanvaar.

**MUNISIPALE KANTORE
KERKSTRAAT 13
PIKETBERG
7320**

**ADV. HANLIE LINDE
MUNISIPALE BESTUURDER**

MK226-2024

20 September 2024



BERGRIVIER MUNICIPALITY

SUPPLY CHAIN MANAGEMENT REQUEST FOR FORMAL QUOTATIONS

FQ 8/2/36-2024 / MN226-2024: THE PROVISION OF LABOUR FOR THE CONSTRUCTION OF AN ABLUTION FACILITY AT THE REDELINGHUYS CEMETERY

Notice is hereby given that quotations are invited from service providers for the provision of labour for the construction of an ablution facility at the Redelinghuys cemetery, as set out in the specifications.

No Formal Quotation will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) is automatically generated upon successful registration and validation. This MAAA number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations which form part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self-register on the CSD website at www.csd.gov.za. Registration with the CSD is compulsory in order to conduct business with BERGRIVIER Municipality.

This bidding document is available on our website, free of charge, at www.bergmun.org.za. A non-refundable deposit of R70.00 per document is payable to BERGRIVIER Municipality if collecting a hard copy, during office hours, from the Supply Chain Management Unit, BERGRIVIER Municipality, 13 Kerk Street, Piketberg, 7320.

Any specification / administration enquiries can be directed to Mr. T. April at tel. no. 022 913 6128 / email: april@bergmun.org.za and any Supply Chain Management (SCM) enquiries may be directed to Mr. C. Julius at tel. 022 913 6121 / email address julusc@bergmun.org.za.

Sealed bids with the Bidder's name, address and the endorsement "**FQ 8/2/36-2024 / MN226-2024: The Provision of Labour for the Construction of an Ablution Facility at the Redelinghuys cemetery**" on the envelope, must be placed in the bid box situated at the Bergrivier Municipality, 13 Kerk Street, Piketberg or posted to Bergrivier Municipality, PO Box 60, Piketberg, 7320 not later than **Wednesday, 09 October 2024 at 12h00** when the bids will be opened in public. The bid box is accessible 24 hours a day, 7 days a week and bids must be accompanied by the complete set of documents as required by the municipality. Bids not accompanied by the complete bid document as well as the required documentation, will not be considered. Late, electronic format or faxed bids will not be considered and the Municipality does not bind itself to accept the lowest, part of or any bid. Service providers must ensure that all requirements of relevant legislation are adhered to throughout their contract.

By submitting an offer as well as participating in SCM processes I hereby warrant that I provide my information voluntarily, for the purposes of participating in this procurement process, and that I understand that this information will be processed, stored and even shared with third parties, if and when required, including for adjudication, verification and auditing purposes, and hereby, with my signature provide my consent to that effect.

Framework Act and the Preferential Procurement Regulations, 2022.

The 80/20 points system will be applicable.

PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
LOCALITY	10
TOTAL POINTS FOR PRICE, B-BBEE & LOCALITY	100

Prospective service providers are advised to consult the Municipality's Supply Chain Management Policy for the detail.

Municipal Manager
Bergrivier Municipality.



BERGRIVIER MUNICIPALITY

Administrative enquiries:

R. Hendricks

Ref: 8/2/36-2024

Tel: (022)-913 6000

Fax: (022) 913 1380

E-mail: hendricksr@bergmun.org.za

Mr/Mrs _____

Dear Sir / Madam

FQ: REQUEST FOR WRITTEN PRICE QUOTATIONS:

(Over R30 000.00 up to a transaction value of R300 000.00 (VAT included))

FQ 8/2/36-2024 / MN226-2024: THE PROVISION OF LABOUR FOR THE CONSTRUCTION OF AN ABLUTION FACILITY AT THE REDELINGHUYS CEMETERY

This formal quotation must be deposited in the bid box at the Municipal Offices, Kerk Street, and Piketberg no later than **Wednesday, 09 October 2024 @ 12:00**. The bid box is open 24 hours a day, 7 days a week

The following conditions will apply:

- Price(s) quoted must be valid for at least one hundred and twenty (120) days from date of your offer.
- Price(s) quoted must be **fixed** and **must be inclusive of VAT**.
- A firm delivery period must be indicated.
- **In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing, or an original or copy of tax clearance certificate. Page 6.**
- **Quotations over a value of R 30 000.00 (VAT included) must be accompanied by the relevant MBD documentation for Quotations duly completed, and the enclosed Declaration of interest MB4, MBD 7, MBD 8, MBD 9, must be scrutinized, completed and submitted together with your quotation.**
- The successful provider will be the one scoring the highest points in the event of the lowest bid being higher than R30 000.00.
- Late or faxed quotations will not be considered. The Municipality reserves the right to withdraw any invitation to quote and/or to re-advertise or to accept a part of it. The Municipality does not bind itself to accept the lowest quotation.

Failure to comply with the highlighted conditions will invalidate your offer.

THIS REQUEST FOR A FORMAL QUOTATION IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY, FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO QUOTATIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

MSCM regulations: "in the service of the state" means must be -

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

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO WILL RESULT IN YOUR OFFER BEING DISQUALIFIED)**

NAME OF COMPANY
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODENUMBER.....
CELLPHONE NUMBER
FACSIMILE NUMBER CODENUMBER.....
E-MAIL ADDRESS
VAT REGISTRATION NUMBER.....
TAX PIN..... Tax Reference Number

CSD no. MAAA.....
INCLUDE AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED/ TSC PIN: YES/NO
INCLUDE A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1): YES/NO
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
A SWORN AFFIDAVIT
(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE. **NOTE A CERTIFIED COPY OR ORIGINAL IS COMPULSORY**)

Recent municipal account of company (not older than 90 days) MUST be attached.
Recent municipal accounts of all the Directors/Shareholders - MUST be attached.

IF LEASING/RENTING/LODGING – ATTACHED LATEST VALID COPY OF AGREEMENT.

IF NO PROPERTY REGISTERED IN YOUR NAME SUBMIT AN AFFIDAVIT CONFIRMING THIS. COPY OF AFFIDAVIT IS AVAILABLE ON REQUEST FROM THE SCM UNIT.

SIGNATURE OF SERVICE PROVIDER DATE

CAPACITY UNDER WHICH THIS PROPOSAL IS SIGNED

Yours faithfully

**Adv. Hanlie Linde
MUNICIPAL MANAGER**

Date: 20 September 2024



BERGRIVIER MUNICIPALITY

ANNEXURES & TITLE	FORM NO.
1.1 Covering letter – Invitation to bid	
1.2 Tax Clearance Requirements- Updated MBD 2 form must be submitted.	MBD 1
1.3 Pricing schedule – Fixed prices	MBD 2
1.4 Declaration of Interests	MBD
1.5 BBBEE	3.2
1.6 Contract form – Purchase of goods/works	MBD 4
1.7 Declaration of Bidders past Supply Chain Management Practises	MBD
1.8 Certificate of independent proposal determination	6.1
1.9 General Contract Conditions	MBD
	7.1
<u>ADDENDUM</u>	MBD 8
	MBD 9
1. Check list	GCC
	BM 1



BERGRIVIER MUNICIPALITY

BM 1

CHECK LIST

All BERGRIVIER Municipality Individual(s) proposal documents will have the typical check list as an attachment. This list is to assist all bidders to submit complete proposals.

Bidders are to check the following points before the submission of their proposal:

1. All pages of the document have been read by the contractor.
2. Any discrepancy and misunderstanding is cleared with the relevant officials.
3. All pages requiring information have been **completed in black ink.**
4. The Schedule of Quantities have been checked for arithmetic correctness.
5. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
6. The total from the summary page has been carried forward to the Form.
7. Surety details where applicable have been included in the proposal.
8. All sections requiring information have been completed.
9. Bidder ensured that all documents is properly completed and signed.
10. The contractor has complied with the proposal prerequisites.
11. The document is submitted before **12h00** on the due date at the designated bid box of BERGRIVIER Municipality.



BERGRIVIER MUNICIPALITY

TAX CLEARANCE REQUIREMENTS

MBD 2

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

1. The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/ Centralised Suppliers Database (CSD) Registration Number **must be submitted together with the bid**. Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

(a) *Tax Compliance Status (TCS) Pin as of 18 April 2016*

- i. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing. This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above. Service provider's status which is found inactive or non-compliant their offers will be omitted. Bidders who are not in possession of a valid Tax Clearance Certificate but have a TCS pin must issue the municipality with the following:

Tax Clearance Certificate printed for SARS E-filing	
Tax Reference Number:	
Tax Compliance Status Pin:	

2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, Tax Compliance Status Pin and CSD Registration number

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

4. If a bidder is registered on BERGRIVIER Municipality supplier's database; that contains a tax clearance certificate which is active on closing date of Bid/Formal quotation, it must be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be required.

5. Non adherence to point 4 above may invalidate your offer.



BERGRIVIER MUNICIPALITY

MBD 3.2

PRICING SCHEDULE – FIRM PRICES

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

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT.

Name of Bidder.....	FQ Number: 8/2/36-2024
Closing Time: 12h00	Closing Date: 09 October 2024

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF OFFER

ITEM	QTY	DESCRIPTION	QUOTATION PRICE IN RSA CURRENCY (INCLUDING VAT)
-------------	------------	--------------------	--

Required by: BERGRIVIER Municipality

Refer to pricing schedule on page 11

- The pricing must be fixed.
- The total bid price must be inclusive of VAT or exclusive for non- VAT vendors.
- Please Note: BERGRIVIER Municipality reserve the right to downward/upward adjust the scope of work/ quantity required to stay within its budget. Don't add VAT if you are not registered with SARS.**



Directorate Community Services

**FORMAL QUOTATIONS ARE HEREBY INVITED FOR THE CONSTRUCTION OF AN ABLUTION FACILITY AT ERF 864,
ENGELBRECHTWEG, REDELINGHUIS CEMETERY**

Attention:

Mr. D Carolissen
Manager: Community Facilities
Bergrivier Municipality
PO Box 60
PIKETBERG
7320

I, the undersigned, (Full Names)

in my capacity as (if applicable)

of (if applicable)

Present to provide service at the following amount and subject to the conditions and specifications as set out below.

TECHNICAL SPECIFICATIONS

1. SCOPE OF WORKS AND GENERAL PROVISIONS

Formal quotations are hereby requested from competent and duly registered contractors, with a CIDB-grading of 1GB and higher. The contractor will be responsible for the execution of the construction phase & all the ancillary processes that are inclusive thereof

1.1 BRIEF DESCRIPTION OF WORKS

- a) The works comprises the construction of a new ablution facility situated in the Redelinghuis cemetery in Engelbrecht Road, Redelinghuis.
- b) The facility will provide a male and female toilet including a disabled toilet.
- c) A storeroom and a porch area being a communal area to the different facilities.
- d) The porch will house two water drinking dispensers and access will be controlled with a lockable gate.

- e) Special attention is drawn to the fact that the water and drainage pipes will not be exposed on the outside of the building but will terminate in a secure, lockable space and then drained to the conservancy underground tank.
- f) 1.6 Parking facilities and walkways to be provided around the building.
- g) The setting out, the construction and finishing of an ablution facility in accordance with the approved plans attached hereto. Kindly note that the municipality will supply all the material required under this assignment, unless specified otherwise in Annexure B. It is an explicit agreement that the service provider will always be an independent contractor, and the appointment under this contract does not give rise to an employment contract between the municipality, the contractor, his agents, subcontractors, service providers and his/her employees.
- h) The supply and installation of a plastic septic tank, 5 000l and its connection with the existing wet-works (To be priced on Annexure B).

A COMPULSORY SITE MEETING WILL BE HELD ON 09 OCTOBER 2024, 12H00PM AT THE REDELINGHUIS CEMETERY. PERSONS ARRIVING MORE THAN 5 MINUTES LATE WILL NOT BE ALLOWED INTO THE MEETING.

Please note that the Municipality prefers that senior company staff members, or Project Managers of the company attend the compulsory clarification meeting as the specifications and the scope of works will be discussed in detail, along with the execution phase, expectations and possible amendments. It remains the tenderer's responsibility to familiarize themselves with and fully understand the bid specifications, to be able to submit a responsive bid.

It must also be noted that the scope of works can be reduced, based on the available funding, and the municipality is not obliged to accept any quotation, either in part or in full. The municipality does not guarantee any measures given, and the contractor must verify all measurements and dimensions before submitting their bids.

The company must be experienced and competent, and be in existence for at least 3 years. Proof to this effect must be submitted. In addition, 3 reference letters must be submitted for similar work done in the last 3-5 years. Also note that a valid CIDB certificate must accompany each bid, failing which it can be considered non-responsive.

After the site was handed over, construction must commence within **14 calendar days**. The extent of the site and area of work will be pointed out to the contractor by the representative of the municipality. The municipality does not take any responsibility for any losses suffered by the contractor in establishing the site for construction purposes, due to any discrepancies in the cadastral data under the control of the municipality, and the contractor will not use the site for any other purpose than that of carrying out the works under this contract.

Access to the site shall be restricted and carefully managed by the contractor and the municipality will be indemnified against any losses suffered by the contractor, its staff or its agents, or by any third party, of whatsoever nature due to the site being under the control and authority of the contractor. It must also be noted that the site is a working cemetery, being used by members of the public on a daily basis. As a result, extra care must be taken to guarantee the safety of users of the cemetery. There will be parking limitations on the site, and the representative of the municipality will point this out to the contractor at site establishment, and during the construction process, and any reasonable instruction by the municipality in this regard must be adhered to. All work must be done according to the Occupational Health and Safety Act, (Act No. 85 of 1993) Gazetted in Vol. 440, No. 23108, 10 February 2002, Regulation Gazette, No. 7276 No. R. 155. The work must be completed **within 60 calendar days** (save for any indulgences allowed, in the sole and exclusive discretion of the municipality).

A penalty of R1 500,00 per day will be applicable for the late completion of the work. Only delays which affect the critical path of the construction in terms of an approved construction programme submitted by the contractor (which must be submitted before commencement of the project) will be considered by the municipality, for

purposes of the revision of the date for practical completion. On practical completion, the contractor must hand over instruction manuals, in respect of the following (where applicable), in conjunction with (or apart) from any documentation that might be requested to demonstrate conformance to SANS guidelines:

- Termite protection
- Glazing
- Aluminium windows and doors
- Plumbing installations and sanitary-ware
- Electrical installation
- Roof trusses and steel construction
- Roof cover
- Waterproofing

The municipality may require the submission of “shop drawings” which are drawings, diagrams, illustrations, schedules, performance charts, brochures, operating manuals and other data which are prepared by the contractor or any subcontractor, manufacturer, supplier or distributor and which illustrate some portion of the works. If required, the contractor must ensure its timeous submission, so that the construction program is not compromised.

These drawings (if and when required) will be for the expense of the contractor, and must be submitted to the municipality for approval, before installation or construction can occur. Shops drawings will be prepared to show all details of installations, including reticulation, fixing of components and assemblies. The municipality also requires that an as-built drawing be submitted by the contractor, indicating the position of constructions breaks, the extent of individual concrete pours and any other amendment agreed to on the plans/drawings for purposes of record keeping.

A TOTAL BILL OF QUANTITIES MUST BE PROVIDED ON THE TOTAL PROJECT ON COMPLETION WITH THE CLOSE-OUT REPORT.

1.2 EXECUTION OF THE WORK

The contractor shall execute the work in accordance with the scope of work and programme to the reasonable satisfaction of the municipality.

Where the contractor fails to achieve and maintain reasonable progress in accordance with the programme within three working days of a written instruction to do so, the municipality may amend the extent of the work and employ others to perform a portion of the work in order that the programme is maintained.

1.3 INSTRUCTIONS

The municipality may at any time issue an instruction to the contractor regarding the execution of the work, and the contractor shall forthwith comply with such instruction. All such instructions shall as far as possible be in writing, but it does not preclude verbal instructions.

1.4 MATERIALS

The municipality shall timeously supply all materials required for the execution of the work, and the contractor must provide the transport to fetch the materials at the municipal store and deliver same to the place of work. (Velddrif Store).

PLEASE SEE ATTACHED LIST OF MATERIALS (ANNEXURE A) WHICH THE MUNICIPALITY WILL PROVIDE TO COMPLETE CONSTRUCTION OF THE ABLUTION FACILITY.

The contractor shall give the municipality not less than three working days' notice of the dates on which they will require materials to be delivered.

When the contractor has fetched the materials from municipal stores he/she shall become responsible for the proper handling, storage and use thereof and shall take all reasonable steps to minimise wastage and prevent the loss of the materials. The contractor shall be liable for the cost of replacing materials where wastage is in excess of the limits deemed reasonable by the municipality, for losses attributable to his/her negligence, and for his/her failure to comply with the scope of work or instructions issued by the municipality.

1.5 SERVICES PROVIDED BY MUNICIPALITY

The municipality shall ensure that all services such as water and a chemical toilet on site is provided to the contractor.

The contractor shall give the municipality not less than three working days' notice of the dates on which he will require services to be provided and shall be responsible for any loss of or damage to such services through abuse or the incorrect usage thereof.

1.6 TOOLS

The contractor shall supply all tools of whatsoever nature which are required by him for the execution of the work.

1.7 PAYMENT

- (i) Progress Payments will be done in accordance with the SCM and PPPFA policies of Council.
- (ii) A bill of quantities must be provided to the Municipality with every invoice submitted for payment.

1.8 VARIATIONS

The municipality may at any time order minor variations in the quantity, extent, or nature of the Work and the contractor shall comply therewith.

2. CONDUCT ON SITE

The contractor shall not allow unauthorized, untrained or unlicensed operators to operate equipment or vehicles in the facility. No contractor vehicle, equipment or machine will be permitted onto the facility unless:

- Such vehicle is in a roadworthy condition, and in the case of equipment and machines, has been inspected and approved by the Contractor's Responsible Person.
- Contractor machines and equipment must display suitable identification, stating a re-inspection date. Contractors may be required to remove machines or equipment without valid identification from the facility premises.
- Contractor vehicles, equipment and machinery are subject to a visual road worthy check and/ or a safety inspection by the Municipality.

The following will be applicable to the Operation of vehicles:

- All drivers must hold and be able to produce a valid driver's license.
- A maximum speed limit inside the construction site is 10km/h, unless otherwise indicated.

- Always give way for emergency vehicles (fire, ambulance or rescue vehicles).
- Warning, safety and road signs must always be obeyed.
- Pedestrians have the right of way in the work area.
- All passengers must be properly seated.
- Overloading of vehicles is not permitted.
- People and freight may not be transported together unless the freight has been secured and sufficient, safe seats separate from the freight, have been provided.
- Transporting passengers on cranes, forklifts, mechanical shovels or other equipment is prohibited, unless such vehicles are equipped with additional seating.
- Reckless driving or non-observance of these instructions may be cause for the withdrawal of the authorisation of the driver to operate within the construction site.
- The occupants of vehicles, whilst on Municipal related business, including journeys to and from work sites, must wear seat belts where fitted to any vehicle as a local legislative requirement.
- During the removal of material, or excavations if necessary, the Contractor shall take extra care not to damage any underground equipment.
- If any such equipment is damaged during excavations, the necessary precautions shall be taken immediately to make the situation as safe as reasonably possible, and the relevant Municipal maintenance manager or standby contact person must be contacted immediately for advice on further action to be taken, and all repairs required will be for the account of the contractor.

3. SUPPLEMENTARY NOTES

Tenderers are advised to visit the site and to fully ascertain, in conjunction with the drawings the nature and extent of the works to be done. The Contractor must check all dimensions and heights on site affecting the existing buildings, against those indicated on the plans, as he/she will be held responsible for all new work being of the correct sizes. Should any discrepancies be found he/she is to refer these to the municipality for correction, before proceeding with the work. Special care must be taken not to interfere with any electric light, power or telephone wires and due notice, in writing at least two days in advance, must be given to the municipality for any disconnections that are necessary, and the contractor must ensure that the electricity supply is restored as soon as possible after making new connections. In demolishing and removing existing work, utmost care must be taken to avoid any structural or other damage to the remaining portion of the building. The Contractor must protect all works not removed, such as walls, floors, doors, windows or other joinery or fittings, etc., as well as computers or equipment from damage during the progress of the work and provide all necessary material for doing so (including drop sheets, screens covers, etc). The Contractor will be held solely responsible for any damage to persons or property, and is responsible for the safety of the portions of the existing buildings throughout the whole of the Contract, and must make good at his own expense any damage that may occur. The materials to be used and the work to be done are to be similar in all respect to that described for new work in so far as they occur. Building rubble and materials from demolished sections of the building must be removed from the site.

It is the responsibility of the Tenderer to acquaint themselves by personal examination about the nature of the ground. Descriptions of excavations shall be deemed to include all ground conditions classifiable as "earth", and it must be noted that no geotechnical investigation was done in this regard.

The contractor assumes the responsibility to keep all excavations safe from intrusion by members of the public. These excavations must also be safeguarded from collapsing and from subterranean water. Excess excavated material must be removed and dumped at an appropriately licensed site, at the expense of the contractor.

4. PRICING SCHEDULE

Kindly note that the municipality reserves the right to reduce/vary the scope of works, in order to remain within the available budget, is not obliged to accept any bid at all, and can accept any bid either in part or in full, at its full and exclusive discretion. The inclusion of subtotal c is at the discretion of the municipality

TABLE 1		
NR	DESCRIPTION	AMOUNT
A	INSTALLATION OF THE NEW SEPTIC TANK (RD CEMETERY). LAYING OF SLAB WITH EMBEDDED Y12 STEEL (10 X 6M) ABOVE TANK & CONNECTION TO ABLUTION FACILITY	R
	VAT (15%) "A"	R
	SUBTOTAL A	R
B	THE CONSTRUCTION OF AN ABLUTION FACILITY AT THE REDELINGHUIS CEMETERY	R
	VAT (15%) "B"	R
	SUBTOTAL B	R
C	PROVISIONAL SUM (CONTINGENCIES)* (VAT INCLUSIVE)	R23 000
	FINAL BID PRICE	SUBTOTAL A +B +C (R23 000)
	TOTAL PRICE THAT SHOULD BE INDICATED ON THE FRONT PAGE OF THE BIDDING DOCUMENT (VAT INCLUSIVE)	R

The provisional sum makes allowance for any unforeseen cost. Kindly note that the provisional sum can only be used after additional work was approved, based on a quotation, and certified as completed as such by the municipality's Project Manager.

Please indicate by ways of a tick that you agree to the specifications: -

TABLE 2			
C 1 NR	DESCRIPTION	YES	NO
1	The building of the abluion facility at the RD Cemetery will include the following: - The Municipality does indicate in the specifications what they will provide (ATTACHED ANNEXURE A).	-	

2	Cast Foundations (welded mesh reinforcement in concrete surface bed, slabs, etc); 25 MPa 19 mm concrete		
3	Build out foundations; 390 X 140 X 190mm blocks in class II mortar, single skin, brick-force at every course, cavity filled with 20 MPa concrete		
4	Backfilling compacted complete (Testing where needed)		
5	Surface Bed (concrete smooth with a wooden float on DPC, and a 250 micron damp sheet laid in accordance with manufacturer's instructions)		
6	<p>Walling complete, inclusive of doorframes, lintels, 30 x 2mm x 1m galvanised hoop iron built into walls, at a minimum of 300mm in order to anchor roof to brickwork, waterproofing with 375-micron plastic sheeting, etc.</p> <ul style="list-style-type: none"> • Blocks will be provided by the Municipality 		
7	Trusses and Roofing timbers		
8	Roof covering (including waterproofing with 4mm Torch)		
9	<p>Plastering</p> <ul style="list-style-type: none"> • one layer of cement on brickwork complete – Cement will be provided by Municipality 		
10	Installation of Ceilings complete with Foam Cornish		
11	Gutters & Downpipes		
12	<p>Plumbing & Drainage (including gulleys, basins, stop-valves, urinals x 2 plus push buttons, pots and cisterns)</p> <ul style="list-style-type: none"> • sealing of edges with approved silicone • fittings shall be jointed and sealed with butyl rubber rings • soil, waste & vent pipes shall be solvent weld jointed or sealed with butyl rubber rings • Pipes of 50mm diameter and smaller shall be plain ended with solvent welded uPVC • Pipes of 63mm diameter en greater shall have sockets and spigots with push in type integral rubber ring joints. • Bends shall be uPVC and all other fittings shall be cast iron, all with similar push in type joints 		

	<ul style="list-style-type: none"> • water pipework is to be disinfected at completion in accordance with SABS 1200L • Pipes shall be laid & bedded in accordance with manufacturer’s instructions and carefully backfilled, and where same are absent it must be laid in accordance with the relevant SABS standards • This section includes all connections to taps, pipes, and meters, as well as excavations (not exceeding 1m), bedding, backfilling, compaction (to 95% Mod AASHTO) and disposing of excess material on site, etc. • Selected granular filling in bedding under and filling around pipes 		
	DESCRIPTION	YES	NO
13	Aluminium Windows installation + waterproofing		
14	Installation of Wooden Window Frames X9, Doors (5 hollow & 4 meranti), plus 2 lever locks X9		
15	Canopy (installation of all woodwork, finish off with PVC gutters and fascia board)		
16	Building out & laying of apron		
17	Cleaning of Site		
18	Installation of Steelworks		
19	ATTACHED ANNEXURE A LIST OF MATERIALS		

5. ADDITIONAL PROVISIONS

5.1 All the work should be insured by the Contractor against all risks for the full contract period, at a duly registered insurance company which has been in existence for at least the last 10 years, to the satisfaction of the municipality, in its sole and exclusive discretion, after a confirmation letter has been received and until the works completion date when the works will be transferred to Bergrevier Municipality.

5.2 A specified tender is required and no deposit is payable on acceptance of the tender. The bidder must submit a construction program indicating a projected start and completion date for this project, within the parameters prescribe herein, for approval by the Project Manager of the municipality.

5.3 All material that is replaced and/or removed, remain the property of the Municipality and must be moved to the storage area. After completion of the work all surplus waste must be removed to the dumping site. The working site must be left in a neat and tidy state.

5.4 The price to be inserted in the pricing table are to be the full inclusive prices for the work, VAT included, for those that is VAT registered. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover all preliminaries, profits, general risks, liabilities and obligations set forth or implied in the documents on which the quotation is based.

5.5 No deviations from the approved building plans will be allowed, unless it is absolutely necessary and pre-approved by the duly authorized representative of the municipality.

5.6 The Standard for uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied, and all principles in this regard must be applied to all procurement documentation, practices and procedures where applicable. It will be assumed that prices submitted by the contractor are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published at least 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

5.7 The contractor must fence off a suitable area around the working area to prevent damage or injury to property or persons, to a height of at least 2,2m. The contractor must protect all property and buildings whilst proceeding with the work. Any damage whatsoever caused to the property or buildings by the contractor, for whatsoever reason, must be repaired to the satisfaction of the municipality, at the contractor's own expense. No claims for replacement of, or repairs to any property or buildings caused by the contractor will be entertained.

5.8 All material issued by the municipality must be safeguarded by the contractor, and any losses, due to breakage, theft or any other reason whatsoever will be for the account of the contractor, and which will be deducted from any amount owed to the contractor under this assignment.

5.9 The Contractor must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms where necessary. The mentioned equipment remains the responsibility of the Contractor with respect to loss, damage and theft. **Allowance for hiring of machinery, scaffolding and tools to perform the work will be made under the provisional sum as well.** The successful bidder must submit a copy of the invoice (prepaid by the successful bidder) from the hiring company which provided the service to the bidder, and such service will be paid out under the provisional sum, and same must be at costs only, free from surcharges, administration fees or levies charged by the successful bidder. **Likewise, the payment of fees for services such as water and electricity will be covered under the provisional sum, and no claims for delays shall be entertained on account of the non-availability of machinery, tools, services, etc.** In exceptional cases, where tools and equipment belonging to the municipality are used to finish the contract, the said equipment and tools are used on own risk and the Contractor indemnifies the municipality from any claims that may arise. The Contractor is responsible for the returning to the municipality of said tools or equipment in a similar condition or better. The Contractor is responsible to for any damage or excessive wear of such tools or equipment and material.

Also note that electrical power on site cannot be guaranteed by the Municipality, so the contractor must make his/her own arrangements for the provision of electricity.

5.11 Each window shall be tested for water tightness with water sprayed on by means of a hose pipe using adequate pressure. If in the opinion of the principal agent, the pressure proves t be inadequate, then the pressure in the hosepipe shall be boosted by means of compressed air or other approved means.

5.12 The contractor shall not cede nor assign his rights or claims to any moneys due or to become due under this contract and no purported cession or assignment will be recognised without the written consent of the employer.

5.13 Tenderers must allow for compliance with all relevant statutory requirements in terms of the OHS Act as well as any specific requirements by the client as contained in this document, and or encapsulated in any relevant legislation or by-law. Tenderers must note the following requirements and arrangements regarding the Health and Safety requirements:

- a) The Preparation of Contractor's site specific Health and Safety Plan
- b) Contractor's initial obligations in respect of the OHS Act and Construction Regulations
- c) Provision of a Construction Health and Safety Officer
- d) The Contractor must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one a suitably recognized organizations.

5.14 EXCAVATIONS

- a) Before any excavations commence, written permission must be obtained from the municipality to confirm the location of existing electrical cables, water pipes, etc.
- b) All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.
- c) The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.
- d) If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and the municipality for approval.

5.15 SAFETY

The Contractor shall be responsible for the necessary precautionary fire-prevention measures on site. No smoking signs must be put up where applicable, and any loss or damage suffered by the municipality, or any other party as a result of fire will be for the account of the Contractor.

5.16 NOTICE BOARDS & WARNING SIGNS

The Contractor shall provide a temporary identification board containing at least the following information:

- a) Company name and the contact number and name of the person representing the Contractor
- b) The name of the municipality, and the division/department for which the work is being done.
- c) The contact number and name of the person representing the municipality.

The notice board must be approved by the municipality before its erection. In addition, warning and no entry signs must be put up, before any work on site can commence. Kindly note that the municipality will accept no responsibility for any claims, losses or damages as a result of the work performed by, or associated with this contract, and the contractor hereby indemnifies the municipality against any and every claim, of whatsoever nature, by whosoever.

5.17 BACKFILLING

The nature of the soil is assumed to be loose, sandy material, but possibly interspersed with soft or hard rock, and no subterranean water is expected. Pricing for backfilling must make provision for testing in accordance with SABS 1200D, and the Contractor shall engage the services of an approved and independent testing laboratory for the

testing of materials and the quality testing of layer-works to ensure that his work conforms to the specifications. No separate payment will be made for contracting the services of an approved laboratory and the costs for complying with this requirement will be deemed to be included in the Contractor's tendered rates for the various items of work requiring testing in accordance with the specifications. The results of all tests performed during the course of the Contract will be made available to the municipality as soon as these become available. Earth filling obtained from on-site excavations, or any other source to be compacted to at least 93% Mod AASHTO density.

6. SITE AND CONTRACT SUPERVISION

The bidder must provide the name of the person he/she proposes to entrust with the duties of Construction Manager on this Contract in the space provided below. **Previous experience of this person on work of a similar nature during the past THREE (3) years is to be provided on a separate sheet (ANNEXURE D), to be attached to the bid document, failing which a bid can be considered non-responsive.** The Contractor's Construction Manager shall be on site at all times when work is being performed. The person shall be subject to approval of the Employers Agent's in writing and shall not be replaced or removed from Site without the written approval of the municipality.

DETAILS OF THE SITE SUPERVISOR/CONSTRUCTION MANAGER (TABLE 3)

NAME AND SURNAME	
CONTACT TELEPHONE NR	
YEARS OF EXPERIENCE	

**ANNEXURE A
MATERIALS PROVIDED BY MUNICIPALITY**

NR	ITEM	Unit of Measurement	Estimated quantities required	Notes		
1	Building sand p/m ³	p/m ³	23m ³			
2	Crusher Stone 19mm	Per/ton	10t			
3	Cement Blocks M140 5mpa	Per/1000	2000			
4	Portland Cement 42.5N 50kg	Ea	130			
5	Brickforce NHBRC 150mm X 2.8mm (20m Roll) X 20m	p/roll	20			
6	DPC 375' 225mmX40m	p/roll	1			

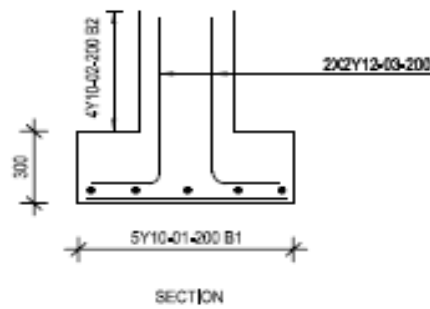
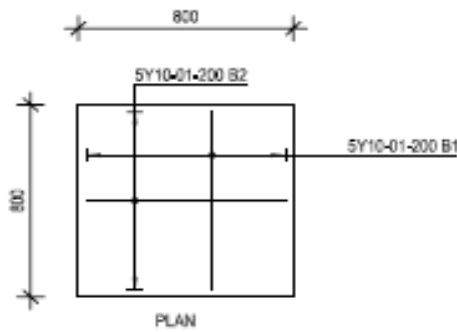
7	DPC 375' 150mmX40m	p/roll	1			
8	Lintol 150mm X 75mm X 3,6m	ea	1			
9	Lintol 150mm X 75mm X 900mm	ea	9			
10	Lintol 150 mm X 75 mm X 4.2m	ea	1			
11	Lintol 150 mm X 75 mm X 2.4m	ea	1			
12	Concrete air bricks 215mmx154mm	ea	4			
13	Welded mesh sheet 100mm X 6mm X 2.4m	ea	4			
14	Toilet pot and cistern complete set	ea	5			
15	Toilet pots and cisterns closed couple for disabled toilet and fittings	ea	1			
16	DISABLED CERTIFIED Grab rails (mild steel)	ea	2			
17	Hand washbasin with fittings	ea	5			
18	Washbasin taps	ea	5			
19	Swing tap for disabled toilet	Ea	1			
20	Flexi braided pipe 300mm X 6 and stop valves	Ea	6			
21	Urinals with flush pipe, and push flow valve and traps	Ea	2			
22	Toilet paper holders standard	Ea	6			
23	15mm plastic tap for stoep	Ea	2			
24	Wall plate 15mm	Ea	2			
25	Meranti Doorframes	Ea	9			
26	Hollow Doors Standard	Ea	5			
27	Solid Meranti Doors	Ea	4			
28	Hinges and Locks X 2 Lever	Ea	9			
29	900mm X 600mm Aluminium Windows Charcoal	Ea	9			
30	IBR roof sheets min 0.5mm * 5.5 sheet	Ea	13			
31	SA Pine 228mm X 50mm X 5.4m	ea	13			
32	SA Pine 76mm X 50mm X 5.4m	ea	20			

	ITEM	Unit of Measurement	Estimated quantities required			
33	Hurricane Clips X 30	ea	30			
34	Trust hangers 76mm	ea	12			
35	Perm Nails Fix per kg	ea	2			
36	Couch screws 8mm X 40mm	ea	50			
37	Nails Round Wire 75mm per 3.00dm	Per 3dm/pack	4			
38	Hoop Iron Bracing Strap 32mm X 30m	ea	2			
39	Screw Tec wood class 3	ea	300			
40	Reflective Insulation Double Sided Classification A tested in accordance with SANS 1381-4:2013 (1.25m X 36m roll)	p/roll	3			
41	Counter Flashing and Wall Flashing SB 12 x 30 x 112mm	Per/m	11m			
42	IBR Roof Sheet 0.76 X 1.2m	p/sheet	13			
43	Galvanised Car Port Poles with flange 76mm X 3m	ea	4			
44	Wood primer 5lt	ea	1			
45	Enamel White Paint 5lt	ea	1			
46	Dry Wall Screws 8mm X 40mm	ea	300			
47	Rhino Board Sheet 900mm X 4.2m	Ea	21			
48	Battens 38mm X 38mm X 3m	ea	60			
49	Rhinolite 40kg	ea	2			
50	Foam Cornish (sample to be supplied by Project Manager) 3m lengths	Ea	20			
51	Cornish Adhesive 750ml tube	ea	14			
52	Pvc D-shape gutter with all fittings and brackets and down pipes	p/m	18			
53	Elbow bend 15mm	ea	6			
54	Straight joints 15mm to 22mm	ea	2			
55	Straight joints 15mm	ea	7			

56	Elbow bend male	12	12			
57	Pvc 15mm composite water pipe	p/m	40			
58	110mm under-ground pipe	Ea	6			
59	110mm inspection eye	Ea	2			
60	Rodding eye	Ea	2			
61	110 offset bends	ea	4			
62	Y junctions	ea	5			
63	5000 Lt septic tank	ea	1			
64	Under-ground gully and head with grade 150mm X 110mm	ea	4			
65	Y – 10 Steel 6m lengths	6m units	85			
66	Y – 12 Steel 6m lengths	6m units	53			
67	Primer Solvent	20l ea	5			
68	Acrylic water based 12year warranty – white wall seal	20l	5			
69	Fascia Boards + connectors	3m lengths ea	6			
70	Septic Tank Manhole Cover with frame	Ea	1			
	ITEM	Unit of Measurement	Estimated quantities required	Notes		
71	PVC soil pipe & vent 90° inspection eye bend with vent horn	6m lengths	6			
72	Vent 90° inspection eye bend vent horn	ea	6			
73	PVC Gully P trap 110mm	ea	4			
74	PVC Male stop end 110mm	Ea	2			
75	110mm connection	Ea	4			
76	110mm tee bend	Ea	4			
77	110mm pan connectors	Ea	6			
78	Gunplas Plastic Sheeting 2000 mm x 30 m 250 Micron	Ea	3			


MEMBER	NO OF	NO BARS	DIA	CUT LENGTH	TOTAL	BAR MARK	SC	A	B	C	D	E/R	kg
BA	4	10	Y10	750	40	01	20	[740]					18
CLIPS	4	4	Y10	1300	16	02	60	290	280				13
STARTER BARS	4	4	Y12	900	16	03	37	680	[250]				13

COVER ALL ROUND
= 60mm



BASE A - 800x800x300
REINFORCEMENT LAYOUT

	6	8	10	12	16	20	25	32	40	TOTAL
R										
Y			31	13						44
TOTAL			31	13						44

 ProStruct Engineering Professional Structural Engineering		BASE REINFT.			PROPOSED NEW ABLUTION FACILITY					
Date	26/8/2024	Ref Dwg	S-001			Revision	0			
Det. by	B.GROENEWALD	Job No	PS-24-038			Schedule No	BS-02			

MEMBER	NO OF	NO BARS	DIA	CUT LENGTH	TOTAL	BAR MARK	SC	A	B	C	D	E/R	kg
STRIP REINFT.	1	75	Y10	700	75	01	20	[880]					32
	1	4	Y10	1450	4	02	20	[1420]					4
	1	3	Y12	1350	3	03	20	[1320]					4
	1	3	Y12	1000	3	04	20	[990]					3
	1	3	Y12	2150	3	05	20	[2120]					6
	1	3	Y12	1650	3	06	20	[1650]					4
	1	6	Y12	2700	6	07	20	[2710]					14
	1	3	Y12	4750	3	08	20	[4750]					13
	1	3	Y12	2650	3	09	20	[2650]					7
	1	6	Y12	8800	6	10	20	[8790]					47
	1	3	Y12	2700	3	11	20	[2690]					7
	1	6	Y12	5750	6	12	20	[5730]					31
	1	3	Y12	2450	3	13	20	[2460]					7
	1	3	Y12	4000	3	14	20	[4010]					11

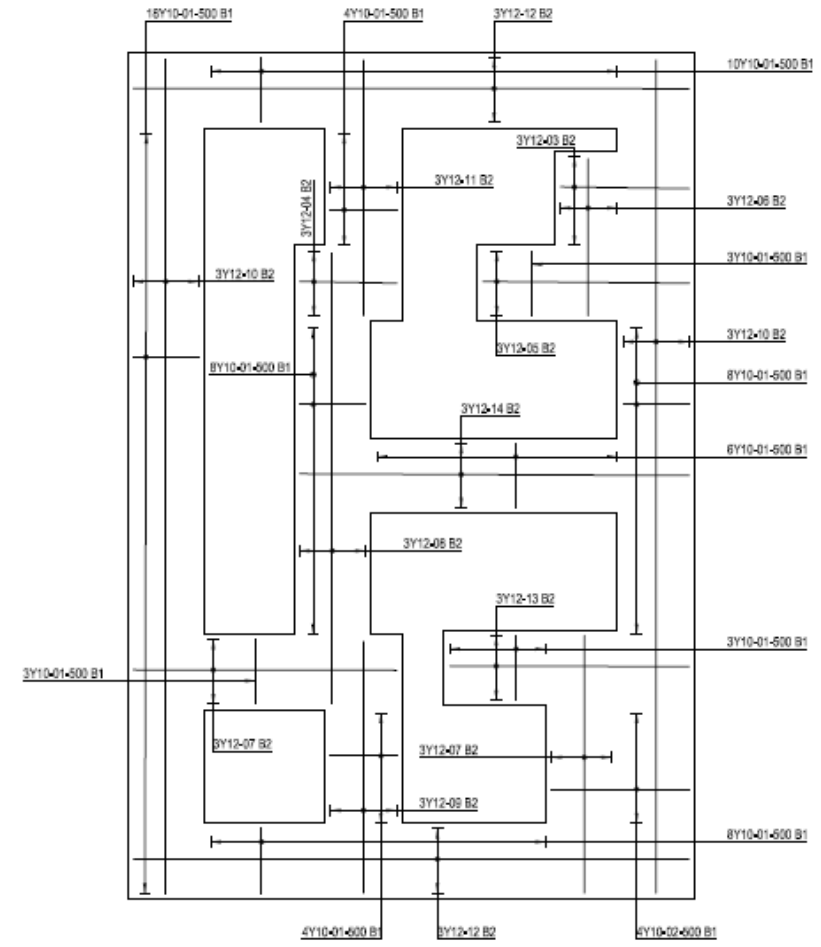
COVER ALL ROUND
= 60mm

	6	8	10	12	16	20	25	32	40	TOTAL
R										
Y			36	152						188
TOTAL			36	152						188

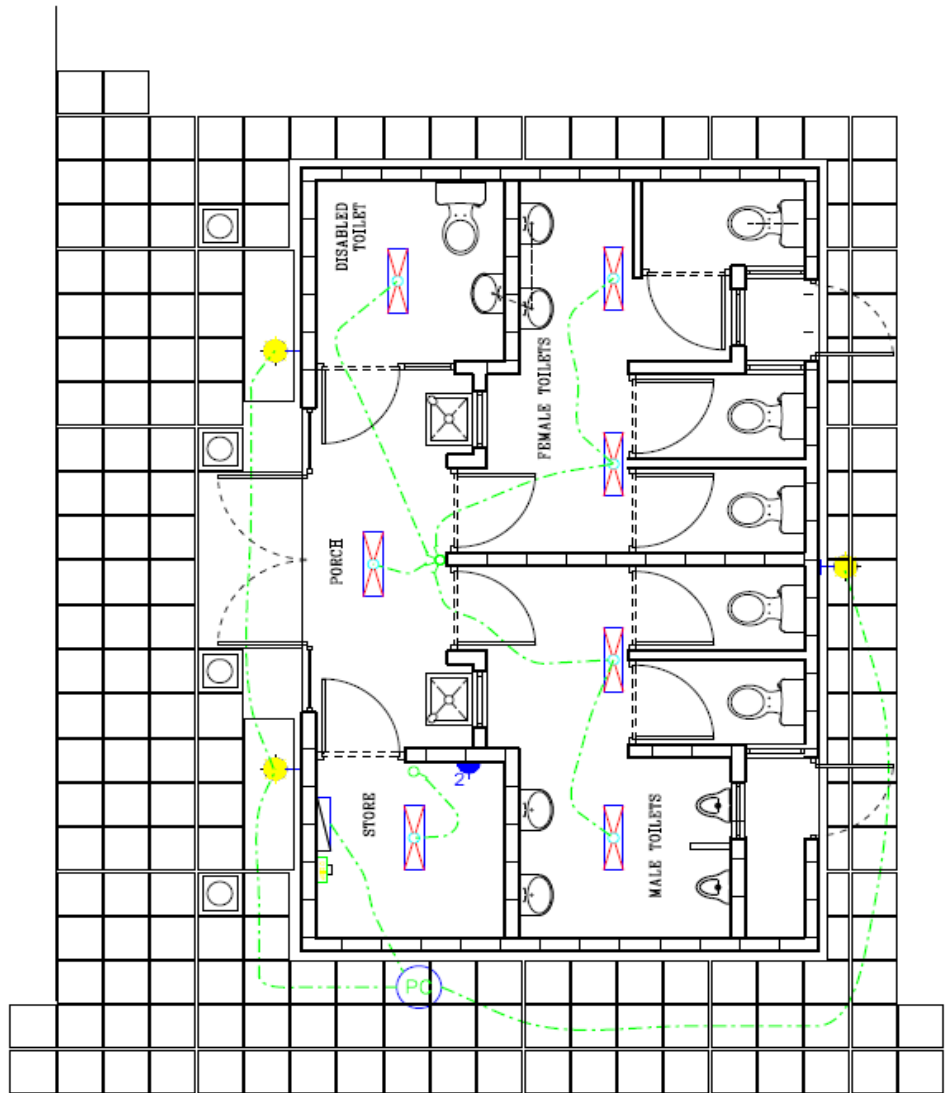


**STRIP FOOTING REINFORCEMENT
PROPOSED NEW ABLUTION FACILITY**

Date	26/8/2024	Ref Dwg	S-001	Revision	0
Det. by	B.GROENEWALD	Job No	PS-24-038	Schedule No	BS-01



800x300 RC STRIP FOOTING REINFORCEMENT



ELECTRICAL PLAN

SYMBOL LEGEND :

	1	DOUBLE 15A SOCKET OUTLET
	5	SINGLE LEVER LIGHT SWITCH
	1	DIGITAL DISPLAY UNIT
	1	DISTRIBUTION BOARD
	7	5ft x 58W DIFFUSED FLUORESCENT LED VAPOUR-PROOF LIGHT FITTINGS
	3	100W LED OUTSIDE WALL FITTING HEAVY DUTY LIGHT
	1	PHOTOCELL INSIDE B10 DUMMY

GENERAL SPECIFICATIONS

GENERAL

- In terms of the National Building Regulations and Standards Act (Act 103 of 1977) the construction of the works on these drawings can only commence once approval in writing from the Local Authority is obtained.
- All materials used in the construction of the works indicated on these drawings shall either be SABS approved or have an Agrément South Africa Certificate unless otherwise stated.
- No deviations from the approved building plans shall be allowed unless approved by the Local Authority prior to construction.
- The Contractor shall adhere to all National Acts, Regulations, Standards, Ordinances and Bye Laws during construction.

General Requirements:	Part A	Additional requirements as describe in the parts of SANS2001
Structural:	Part B	Construction Works
Dimensions:	Part C	shall be adhered to:
Public Safety:	Part D	Earthworks (General)
Site Operations:	Part F	Site Clearance
Excavations:	Part G	Concrete Works (Structural)
Foundations:	Part H	Concrete Works (Minor Works)
Floors:	Part J	Installation of Glazing in frames
Walls:	Part K	Masonry Walling
Roofs:	Part L	Strip footings for masonry walling
Stairways:	Part M	Structural Steelwork
Glazing:	Part N	Structural Timberwork (Flooring)
Lighting and Ventilation:	Part O	Structural Timberwork (Roofing)
Drainage:	Part P	Earthworks for buried pipelines
Non-water-borne sanitary disposal:	Part Q	Medium Pressure Pipelines
Stormwater Disposal:	Part R	Cable ducts
Accessible Buildings:	Part S	Sewers
Fire Protection:	Part T	Stormwater Drainage
Space Heating:	Part V	Below-ground Water Installations
Fire Installation:	Part W	Cement Plaster
Energy Usage:	Part XA	

CHECKERFLAG PROJECTS
REGISTERED ELECTRICAL ENGINEERS

EMAIL: checkerflagprojects@gmail.com
 CELL: 087 034 4133

QUINTON FISHER
Registration number: (T 1230), NO. MECH. ENG.
 CHISOMO PHIRI
Registration number: PR ARCH 27905490

PROJECT: PROPOSED
**NEW ABLUTION FACILITY
 ON ERP 864
 ENGELBRECHT STREET
 REDELINGHUIS**

TITLE:
ELECTRICAL PLAN

CLIENT:
BERGRIVIER MUNICIPALITY

DRAWN BY:	CHECKED BY:	DATE:
SCALE: 1:50	PROJECT NUMBER:	AUG 2024
DRAWING NUMBER:	REV:	00003097
W-02		



BERGRIVIER MUNICIPALITY

MBD 4

DECLARATION OF INTEREST

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

- 3.1 Full name of Bidder’s representative.....
- 3.2 Identity Number:
- 3.3 Position occupied in the Company (director, manager, shareholder).....
- 3.4 Company Registration Number:
- 3.5 Tax Reference Number.....
- 3.6 VAT Registration Number
- 3.7 The names of all directors / trustees / shareholders/ members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
- 3.8 Are you presently in the service of the state?..... **YES/NO**
- 3.8.1 If yes, furnish particulars.....
-
-

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

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

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

3.9 Have you been in the service of the state for the past twelve months?.... **YES/NO**
3.9.1 If yes, furnish particulars.....
.....

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

3.10.1 If yes, furnish particulars.
.....
.....

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

3.11.1 If yes, furnish particulars
.....
.....

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

3.12.1 If yes, furnish particulars.
.....
.....

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

3.13.1 If yes, furnish particulars.
Name of spouse/child/parent:.....
ID number of spouse/child/parent.....
Relationship to official.....
Employer of spouse/child/parent.....
Designation of spouse/child/parent.....

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

3.14.1 If yes, furnish particulars:
.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

NB. Failure to complete the above details will invalidate your offer.



BERGRIVIER MUNICIPALITY

MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES "Insert 80/20 or 90/10"

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, 2022.

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points as well as a summary for preference points claimed for attainment of other specified goals

The Constitution of the Republic of South Africa, 1996, provides in sections 152(1)(c) and 152(2) that local government must promote social and economic development and that the municipality must strive within its financial and administrative capacity, to achieve the objects set out in subsection 152(1).

The Constitution provides in section 217 that an organ of state must contract for goods or services in accordance with a procurement system which is fair, equitable, transparent, competitive, and cost effective and to implement a policy to grant preferences within a framework prescribed by National Legislation.

The Broad-Based Black Economic Empowerment Act, 2003 requires: " (1) Every organ of state and public entity must apply any relevant code of good practice issued in terms of this Act in (b) developing and implementing a preferential procurement policy

The Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000)-[PPPFA] was promulgated by the Minister in response to the Constitutional provision and allow for a Municipality to develop a preferential procurement policy and to implement such policy within the PPPFA framework.

Section 2 (1) (d) (i) and (ii) of the Preferential Procurement Policy Framework Act, 2000 refers to specific goals which may include:

- (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (ii) implementing the programmes of the Reconstruction and Development Programme (RDP) as published in *Government Gazette* 16085 dated 23 November 1994.

The RDP (1994), as basis for development in South Africa, was meant to provide a holistic, integrated, coherent socio-economic policy that is aimed at mobilizing people and resources to work towards the upliftment of the material and social conditions of local communities to build sustainable livelihoods for these communities.

In terms of Section 2 (1)(d)(ii), the following activities may be regarded as a contribution towards achieving the goals of the RDP, in addition to the awarding of preference points in favour of HDIs (published in *Government Gazette* No. 16085 dated 23 November 1994):

- (i) The promotion of South African owned enterprises;
- (ii) The promotion of export orientated production to create jobs;

- (iii) The promotion of SMMEs;
- (iv) The creation of new jobs or the intensification of labour absorption;
- (v) The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province;
- (vi) The promotion of enterprises located in a specific region for work to be done or services to be rendered in that region;
- (vii) The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area;
- (viii) The promotion of enterprises located in rural areas;
- (ix) The empowerment of the work force by standardizing the level of skill and knowledge of workers;
- (x) The development of human resources, including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills; and
- (xi) The upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organisations.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000; and
- the 90/10 system for requirements with a Rand value above R50 000 000.

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified below.

1.3.1 The points for this bid are allocated as follows:

POINTS WILL BE ALLOCATED AS FOLLOWS below R50 000 000			
		POINTS	For office use
PRICE		80	
SPECIFIC PARTICIPATION GOALS			
Bergrivier Jurisdiction		10	
West Coast jurisdiction		5	
Western Cape Province		3	
South Africa		2	
BBBEE SCORE CARD			
BBBEE points		10	
	TOTAL	100	

POINTS WILL BE ALLOCATED AS FOLLOWS above R50 000 000			
		POINTS	For office use
PRICE		90	
SPECIFIC PARTICIPATION GOALS			
Bergviver Jurisdiction		5	
West Coast jurisdiction		3	
Western Cape Province		1	
South Africa		1	
BBBEE SCORE CARD			
BBBEE points		5	
	TOTAL	100	

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points 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.
- 1.6 **If you want to claim the specific goals you need to attach the business registration from CIPC, and if you're are a small business/SMME you need to attach the physical address of the business in the form of a municipal account in your personal name or the business name.**
- 1.7 **Please complete your CSD registration number: MAAA.....**

2. GENERAL DEFINITIONS

In this application, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned—

"Acceptable Tender" mean any tender which, in all respects, complies with the specification and conditions of tender as set out in tender document

"Black designated groups" has the meaning assigned to it in the codes of good practice issued in terms of section 9 (1) of the BBBEEA.

"Black people" has the meaning assigned to it in section 1 of the BBBEEA.

"Designated group" means black designated groups, black people, women, people with disabilities; or small enterprises which are enterprises, owned, managed, and controlled by previously disadvantaged persons and which is overcoming business impediments arising from the legacy of apartheid.

"Disability" means in respect of a person, a permanent means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

"EME" means

(1) exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the BBBEEA.

(2) an entity with an annual turnover less than R10 000 00.000 (ten million Rand)

"Historically disadvantaged individual (HDI)" means a South African citizen –

(1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa,1983 (Act No 110 of 1983); and / or

(2) who is a female; and / or

(3) who has a disability:

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.

“highest acceptable tender” means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;

“lowest acceptable tender” means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;

“Locality” means the local suppliers and/or service providers that reside within the Municipal area and within the district boundaries.

“Large Enterprises” is a company with an annual turnover in excess of R50 million.

“Market Analysis” means a technique used to identify market characteristics for specific goods or services

“National Treasury” has the meaning assigned to it in section 1 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

“price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

“Proof of B-BBEE status level of contributor” means the B-BBEE status level certificate issued by an authorized body or person

1) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

2) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

“Qualifying Small Enterprise (QSE)” is a company with a turnover between R10 million and R50 million

“Rand value” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

“Region” means the district and/or West Coast District Municipality.

“Rural area” means-

1) a separately populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or

2) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival and may have a traditional land tenure system.

“Specific goals” means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as

published in Government Gazette No. 16085 dated 23 November 1994;

“SMME” means small, medium and micro enterprises namely Exempted Micro Enterprises and Qualifying Small Enterprises

“Tender” means a written offer in the form determined by a Municipality in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

“tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts,

excluding direct sales and disposal of assets through public auctions;

“The Act” means the Preferential Procurement Policy Act, 2000 (Act No. 5 of 2000).

“Youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis.

3.3 Points scored will be rounded off to 2 decimal places.

3.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

3.5 POINTS AWARDED FOR PRICE

1. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

2. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or **90/10**

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

3. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

3.6 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or **90/10**

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	5	10
2	4	8
3	3	6
4	2	4
5	1	2
6	1	2

7	1	2
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

6. DECLARATION WITH REGARD TO EQUITY

6.1 Name of firm :

6.2 VAT registration number :

6.3 Company registration number :

6.4 TYPE OF FIRM

- Partnership
- One-person business/sole trader
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

6.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

6.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account No:

Stand No:

6.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

6.9 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

*Indicate YES or NO

6.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The points claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....



BERGRIVIER MUNICIPALITY

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED. COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **Bergrivier Municipality** in accordance with the requirements and specifications stipulated in bid **number 8/2/36-2024 (MN226-2024)** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, *viz*
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES	
1
2.
DATE:



BERGRIVIER MUNICIPALITY

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

1. I **HANLIE LINDE** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **8/2/36-2024 (MN226-2024)** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION
Quotation 8/2/36-2024 / MN226-2024 The Provision of Labour for the Construction of an Ablution Facility at the Redelinghuys Cemetery	R	As per attached specifications		LEVEL

4. I confirm that I am duly authorized to sign this contract.
5. I confirm that authorizing this contract that the GCC (which is part of this document) is activated and deemed as the legislative guidance giver.

SIGNED AT **PIKETBERG**ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE



BERGRIVIER MUNICIPALITY

MBD8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? (attached copy of payment arrangements of arrears account)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME IN PRINT)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

JULY 2010

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

1. The following terms must be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 " Force majeure" means an event beyond the control of the

supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

THE NATIONAL TREASURY: Republic of South Africa

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision

of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions must apply.

THE NATIONAL TREASURY: Republic of South Africa

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

- 4.1 The goods supplied must conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information inspection

- 5.1 The supplier must not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person must be made in confidence and must extend only so far as may be necessary for purposes of such performance.

- 5.2 The supplier must not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 must remain the property of the purchaser and must be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier must permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

- 6.1 The supplier must indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

THE NATIONAL TREASURY: Republic of South Africa

7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security must be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the

purchaser or organization acting on behalf of the purchaser.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses must be defrayed by the purchaser.
- 8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses must be defrayed by the supplier.

THE NATIONAL TREASURY: Republic of South Africa

- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods must be held at the cost and risk of the supplier who must, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods must be returned at the suppliers cost and risk. Should the supplier fails to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 must not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1 The supplier must provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing must be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size weights must take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages must comply strictly with such special requirements as must be expressly provided for in the contract, including

additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and Documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, must be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract must be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

THE NATIONAL TREASURY: Republic of South Africa

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this must be specified.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service must not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, must be agreed upon in advance by the parties and must not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract is new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract must have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty must remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser must promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier must, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract must be specified.
- 16.2 The supplier must furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3 Payments must be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract must not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

- 18. Variation Orders** 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment** 19.1 The supplier must not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts** 20.1 The supplier must notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, must not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
 - 21.1 Delivery of the goods and performance of services must be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
 - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier must promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser must evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension must be ratified by the parties by amendment of contract.
 - 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY: Republic of South Africa

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser must, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods

delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser must, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY: Republic of South Africa

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who

wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY: Republic of South Africa

24. Antidumping and countervailing duties and rights

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference must on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must seek all reasonable alternative means for performance not prevented by the force majeure event.

- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties must make every effort to resolve amicably such dispute or difference by mutual consultation.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY: Republic of South Africa

- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier must not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of

profits or interest costs, provided that this exclusion must not apply to any obligation of the supplier to pay penalties

- (b) and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.

- 29. Governing Language** 29.1 The contract must be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties must also be written in English.
- 30. Applicable Law** 30.1 The contract must be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices** 31.1 Every written acceptance of a bid must be posted to the supplier concerned by registered or certified mail and any other notice to him must be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting must be deemed to be proper service of such notice.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY: Republic of South Africa

- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice.
- 32. Taxes and Duties**
 - 32.1 A foreign supplier must be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
 - 32.2 A local supplier must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
 - 32.3 No contract must be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
 - 32.4 No contract must be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of Contracts** 33.1 The contractor must not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts** 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof must be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary must be in writing, must also be in writing.

35. Prohibition of Restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 1998, as amended, an agreement between, or concerted practice By, firms, or a decision by an association of firms, is prohibited if it Is between parties in a horizontal relationship and if a bidder(s) is / Are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with The public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractors(s) concerned.



BERGRIVIER MUNICIPALITY

MBD9

CERTIFICATE OF INDEPENDENT PROPOSAL 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 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.



BERGRIVIER MUNICIPALITY

MBD9

CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying documentation:

FQ 8/2/36-2024 / MN226-2024: THE PROVISION OF LABOUR FOR THE CONSTRUCTION OF AN ABLUTION FACILITY AT THE REDELINGHUYS CEMETERY

Written quotation and Description

in response to the invitation for the bid/written quotation/formal quotation made by:

BERGRIVIER 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/Contractor)

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" must 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

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.

- 6 The contractor has arrived at the accompanying proposal 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 proposal;
 - e) the submission of a proposal which does not meet the specifications and conditions of the proposal; or
 - f) propose with the intention not to win the bid/formal quotation/written quotation.
- 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 invitation relates.
- 9 The terms of the accompanying bid/formal quotation/written quotation have not been, and will not be, disclosed by the contractor, 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Contractor



BERGRIVIER MUNICIPALITY

CHECK LIST FOR COMPLETENESS OF BID DOCUMENT 8/2/36-2024 (MN226-2024)

The bidder must ensure that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

Non adherence to this checklist will invalidate your offer!

**Mark with "X" where applicable*

Items to be checked	Yes	No	Comments
1. Completed and signed all pages containing the details of bidder			
2. Valid and original tax clearance certificate attached to bid document or submitted the TCS PIN NUMBER Was the MAAA NR of CSD quoted on page 3			
3. Adhered to the pricing instructions (MBD 3.1)			
4. Completed and signed declaration of interest (MBD 4)			
5. Was all the Directors/Shareholders ID no's. quoted on MBD4			
6. Preference points claimed and signed declarations (MBD 6.1 where applicable)			
7. Signed MBD 7.1 where applicable.			
8. Signed declaration of bidder's past supply chain management practices (MBD 8)			
9. Prohibition of Restrictive Practices (MBD 9) be completed and signed			
9. A certified copy or original BBBEE certificate			
10. Latest municipal account of the bidder and its directors must be attached If the bidder is not responsible for the payment of municipal rates and/ services, details in support of this must be attached to this bid document e.g. Lease agreement/ AFFIDAVIT of no property.			
11. Bidder initialed all the pages at the footnote as required in the document.			

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME IN PRINT)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.

.....
Signature

.....
Date

.....
Position

.....
Name



BERGRIVIER

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

SUPPLY CHAIN MANAGEMENT

Enquiries: Mr. S. Wilschut Ref: 6/1/1 Tel: (022)913 6000

Fax: (022)913 1380

E-mail: wilschuts@bergmun.org.za

All Service Providers (SP's) and potential bidders

Dear Sir/Madam

Incomplete documentation in terms of bidding processes.

With reference to the judgment of the Supreme Court of Appeal case number 937/2012 Dr JS Moroka Municipality vs. Bertram (PTY) Limited 2013 JDR 2728 SCA the following:

“In our view the judgment supports the proposition that a Municipality determines the requirements for a valid tender and a failure to comply with the prescribed conditions of tender will result in such tender being disqualified as it would not be an 'acceptable tender' as defined in the Preferential Procurement Policy Framework Act 5 of 2000 unless the prescribed conditions are immaterial, unreasonable or unconstitutional.

Therefore, provided that the relevant tender document makes provision for **an original tax clearance certificate and/or any other certificates/documents** as a prescribed minimum prerequisite and/or peremptory requirement in order for such tender to be considered an 'acceptable tender' and to pass the threshold requirement for consideration and evaluation, and a tenderer fails to provide same, the Municipality would be within its rights to disqualify such tender/tenderer.”

Therefore, BERGRIVIER Municipality will with immediate effect exclude all offers from bidders if the required documentation is not handed in/or attached with the original bidding documents.

Adv. Hanlie Linde
Municipal Manager

20 September 2024



BERGRIVIER MUNICIPALITY

SMME STATUS

98 No. 41970

GOVERNMENT GAZETTE, 12 OCTOBER 2018

SCHEDULE

The new National Small Enterprise Act thresholds for defining enterprise size classes by sector, using two proxies

Column 1	Column 2	Column 3	Column 4
Sectors or sub-sectors in accordance with the Standard Industrial Classification	Size or class of enterprise	Total full-time equivalent of paid employees	Total annual turnover
Agriculture	Medium	250	35,0 million
	Small	50	17,0 million
	Micro	10	7,0 million
Mining and Quarrying	Medium	250	210,0 million
	Small	50	50,0 million
	Micro	10	15,0 million
Manufacturing	Medium	250	170,0 million
	Small	50	50,0 million
	Micro	10	10,0 million
Electricity, Gas and Water	Medium	250	180,0 million
	Small	50	60,0 million
	Micro	10	10,0 million
Construction	Medium	250	170,0 million
	Small	50	75,0 million
	Micro	10	10,0 million
Retail, motor trade and repair services	Medium	250	80,0 million
	Small	50	25,0 million
	Micro	10	7,5 million
Wholesale	Medium	250	220,0 million
	Small	50	80,0 million
	Micro	10	20,0 million
Catering, Accommodation and other Trade	Medium	250	40,0 million
	Small	50	15,0 million
	Micro	10	5,0 million
Transport, Storage and Communications	Medium	250	140,0 million
	Small	50	45,0 million
	Micro	10	7,5 million
Finance and Business Services	Medium	250	85,0 million
	Small	50	35,0 million
	Micro	10	7,5 million
Community, Social and Personal Services	Medium	250	70,0 million
	Small	50	22,0 million
	Micro	10	5,0 million



Lindiwe D Zulu, MP
Minister of Small Business Development
 Date: 23/09/2018

5

Initial 