



Date : 11.05.2023		Closing Date: 22.05.2023			Time: 11:00 AM
Name of Company: CSD NUMBER:					Quotation Reference 16266
Stock Item:	Description:	Unit:	Quantity :	Unit Price	Total
1.	SURFACE REPAIRS OF SURFACED ROADS WITHIN WORCESTER, BY MEANS OF POTHOLE REPAIR		1		
			Subtotal:		
VAT Registered? Yes/No		Included ? Yes/No	VAT @ 15%		
VAT Number:			Total:		
Delivery Period as required by the client (municipality):	Works needs to be completed within 4 weeks from receiving an official order from the municipality. Failure to adhere to this requirement shall automatically lead to the quotation being declared non-responsive				
Delivery period as indicated by the supplier	_____ working days from receiving and order.				
Delivery Address: BREEDE VALLEY MUNICIPALITY, BARING STREET, WORCESTER.					
Authorised Signature:		Official Stamp:			
Print Name:					
Date:					

A Compulsory clarification meeting will be held on the 17th of May 2023 at 30 Baring Street in Worcester at 10:00.

Contact Person : Ammaar Moerat 076 508 4708

INVITATION TO QUOTE

Breede Valley Municipality invites quotations from suitably qualifying suppliers (service providers) for: **16266– SURFACE REPAIRS OF SURFACED ROADS WITHIN WORCESTER, BY MEANS OF POTHOLE REPAIR**

Eligibility Criteria to Quotation

Only suitably qualified service providers who meet the following eligibility criteria, may participate in this quote:

- a) Only those bidders who are registered with the CIDB (Construction Industry Development Board) registered, with a contractor grading equal to or higher than a contractor grading 1CE.
- b) Bidders must provide at least 2 contactable references to which similar projects have been conducted – similar value and nature.

A set of Quotation Documents can be obtained from the Breede Valley Municipality, Supply Chain Management Unit's Offices, 51(B) Baring Street, Worcester.

Enquiries regarding the quotation process shall be directed to Eugenia Sampson at telephone number 023 348 2957

Any enquiries regarding technical information shall be directed to Mr. Ammaar Moerat, Phone +27 (0) 23 348 2654 / 076 508 4708, email amoerat@bvm.gov.za.

Completed offers, in properly sealed envelopes and clearly marked on the outside with the corresponding quotation number and description, must timeously submitted on or before the closing date and time in either one of the following ways

- (1) To be placed in the municipality's tender box situated at Finance Credit Control Section, 53 Baring Street, Worcester,
- (2) **By e-mail at: evaluations@bvm.gov.za**

The closing date and time of this quotation is Monday on 22/05/2023 if the quotation is submitted late, it shall not be accepted for consideration.

REQUEST FOR WRITTEN QUOTATION**REF NR: 16266**

FAXED TO NO.:

In terms of paragraph 16 and 17 of the Municipal Supply Chain Management Policy, you are hereby invited to quote for the goods and or services as contained in the attached request to quote form and, in addition to the general conditions of contract, as per the following special conditions:

CONDITIONS OF QUOTE:

1. This quotation consists of two parts, which are Part A (Returnable Schedules) and Part B (Contract Details and Pricing Schedule). All the schedules of Part A, as well as the pricing schedule, must be completed.
2. Quotes MUST be submitted before the closing date and time as indicated in the request to quote form attached;
3. Quotes MUST be completed and submitted on the attached request to quote form;
4. Quotes MUST be for the product or service as specified. If alternate product(s) is quoted for, it MUST be of the same quality and equivalent to the product specified. Full details of alternate products MUST be supplied. Non-compliance to this condition will invalidate your quote;
5. Delivery charges MUST be included in the quoted amount;
6. Amount(s) quoted MUST remain valid for at least thirty (30) days from the specified closing date;
7. Amount(s) quoted MUST be firm and must be inclusive of VAT. If the supplier is NOT registered for VAT, no VAT may be claimed.
8. Calculation errors will be corrected; tariffs will be regarded as correct where the bid is based on quantities. The corrected prices shall be used for the purposes of evaluating quotations.
9. A firm delivery period MUST be indicated, which shall be taken into consideration for the purposes of evaluating quotations
10. Quotes MUST be duly signed by an authorised person.
11. No formal quotation may be awarded to any person whose tax matters have not been declared by the South African Revenue Service to be in order.
12. A certificate stating that neither the enterprise or its Director(s) or Member(s) or Owners' municipal account(s) are in arrears for longer than three (3) months;
13. The municipality may accept the whole or a part of the bid (offer) where the bid request comprises of more than one item; OR increase or reduce totals according to budget availability
14. The municipality does not bind itself to accept the lowest or any bid.
15. Quotes received shall be evaluated on a comparative basis in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act, 2000 (Act no 5 of 2000); Amended by Government Gazette 4 November 2022 (no 47452)
16. The successful provider will be the provider who is according to specifications and scoring the highest points.
17. The acceptance of the quote and the subsequent issuing of an official order constitute a legal binding document and may not be cancelled.
18. Goods or Services may only be provided after and according to the issued official order.
19. Payment will only be made after the goods is delivered and or service is rendered, to the satisfaction of the Municipality, as per official order; and
20. Payment will only be made within thirty (30) days of receipt of monthly statement and the relevant VAT invoice containing the official order number and the municipalities' VAT number.
21. **All the parts of the quotation document must be completed and or submitted. Incomplete quotation documents shall lead to disqualification.**
22. **An award shall only be made to service providers who are registered on Central Supplier Database**

Failure to comply with any of these conditions may invalidate your quote.

Yours sincerely

(3)

Head: Supply Chain Management

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PLEASE PHONE IF THE CORRECT NUMBER OF PAGES HAVE NOT BEEN RECEIVED, OR IF IT IS ILLEGIBLE

PART A: RETURNABLE SCHEDULES

Contents

Schedule 01: MBD 1 (Invitation to Bid)

Schedule 02: Authority for signatory

Schedule 03: MBD 4 (Declaration of Interest)

Schedule 04: Preference Points

Schedule 05: Proof of Payment of Municipal Rates and Taxes

Schedule 06: Declaration of Bidders past Supply Chain Management Practices MBD 8

Schedule 07: MBD 9

NB: All documentation MUST be completed, and evidence of relevant documentation MUST be attached.

MBD 1: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE <i>(NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</i>				
BID NUMBER:	16266	CLOSING DATE:	22 May 2023	CLOSING TIME:
DESCRIPTION	SURFACE REPAIRS OF SURFACED ROADS WITHIN WORCESTER, BY MEANS OF POTHOLE REPAIR			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				

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

53 Baring Street, Worcester

SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS (ATTACH VALID TAX CLEARANCE CERTIFICATE)	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

(a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	(b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
(c) TOTAL NUMBER OF ITEMS OFFERED		(d) TOTAL BID PRICE	R
(e) SIGNATURE OF BIDDER		(f) DATE	
(g) CAPACITY UNDER			

WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SUPPLY CHAIN	CONTACT PERSON	A. Moerat
CONTACT PERSON	E. Sampson	TELEPHONE NUMBER	0233482654
TELEPHONE NUMBER	0233482957	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

MBD 1 (CONTINUED)

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.										
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="width: 30%; text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
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3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO									
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO									
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SCHEDULE 2
AUTHORITY FOR SIGNATORY

I, the undersigned, warrant that I am duly authorised to do complete this quotation on behalf of the enterprise.

Registered Name of Enterprise: _____

Trading Name of Enterprise: _____

ADDRESS: POSTAL: _____ STREET: _____

Postal Code: _____

TELEPHONE: CODE & NUMBER _____ FACSIMILE: CODE & NUMBER _____

CELL PHONE NUMBER _____ E-MAIL ADDRESS: _____

CORRESPONDENCE METHOD

PLEASE SELECT YOUR PREFERRED METHOD OF CORRESPONDENCE. ALL CORRESPONDENCE WILL BE SEND USING THE METHOD YOU SELECT BELOW.

EXPLANATION OF ABBREVIATIONS USED IN THE FOLLOWING TABLE

Capacity		
FAX	F	
E-MAIL	E	
POSTAL	P	

LANGUAGE PREFERENCE: _____

TAX REFERENCE NUMBER: _____ VAT REGISTRATION NUMBER (if any): _____

CIDB¹ REGISTRATION NUMBER (if any): _____ GRADING: _____

(Certified copy of registration document must be attached)

REGISTRATION NUMBER: COMPANY / CLOSE CORPORATION / TRUST: _____ (delete if not applicable)

(Certified copy of registration document must be attached)

SIGNATURE OF THE **AUTHORISED PERSON** _____ DATE: _____

CAPACITY UNDER WHICH THIS QUOTATION IS SIGNED _____

PRINT NAME: _____

IDENTITY NUMBER: _____

ADDRESS:

Physical: _____ Postal: _____

_____ Code: _____

E-MAIL ADDRESS: _____

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

¹ Construction Industry Development Board.

SCHEDULE 3: MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state².
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 and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full name of bidder or his or her representative												
3.2.	Identity number												
3.3.	Position occupied in the company (director, shareholder ³ etc.)												
3.4.	Company registration number												
3.5.	Tax reference number												
3.6.	VAT registration number												

3.7.	Are you presently in the service of the state?	YES		NO	
3.7.1.	If so, furnish particulars:				
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO	
3.8.1.	If so, furnish particulars:				

² MSCM Regulations: "in the service of the state" means to be –

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

³ "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.	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
3.9.1.	If so, furnish particulars:			
3.10.	Are you aware of any relationship (family, friend, other) between a 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
3.10.1.	If so, furnish particulars:			
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO
3.11.1.	If so, furnish particulars:			
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO
3.12.1.	If so, furnish particulars:			
3.13.	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
3.13.1.	If so, furnish particulars:			

3.14.	Please provide the following information on ALL directors / shareholders / trustees /members below:		
full name and surname	identity number	personal income tax number	Provide State ⁴ employee number (Only to be completed if in the service of the State)

NB:

- PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)
- PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

⁴ **MSCM Regulations: “in the service of the state” means to be –**

1. a member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF THE COMPANY			

SCHEDULE 04: PREFERENCE POINTS (MBD 6.1)

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS OF 2022 AND THE PREFERENTIAL PROCUREMENT POLICY OF THE BREEDE VALLEY MUNICIPALITY

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The applicable preference point system for this tender is the **80/20** preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price;
 - (b) Specific Goals (BBBEE Status Level of contribution and Locality of the enterprise)
- 1.4 The maximum points for this tender are allocated as follows:

Table 1

	POINTS
PRICE	80
BBBEE Status Level of contribution	10
Locality of the enterprise	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**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; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \end{array}$$

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in tables 2 and 3 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

4.3 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION (SPECIFIC GOAL 1)

- 4.3.1 In terms of paragraph 10.3 of the Breede Valley Municipality's Preferential Procurement Policy, a maximum of the 50% of the 20 points for bids advertised on the 80/20 point system, will be allocated to promote this goal and points will be allocated in accordance with the BBEE score card as follows:

Table 2

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	10
2	9
3	8
4	6
5	4
6	3

7	2
8	1
Non-compliant contributor	0

- 4.3.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit an original sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 4.3.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 4.3.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 4.3.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 4.3.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.3.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.3.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.3.9 SUB-CONTRACTING

Will any portion of the contract be sub-contracted? (Tick applicable box)		YES		NO	
If yes, indicate:					
what percentage of the contract will be subcontracted?		%			
the name of the sub-contractor?					
the B-BBEE status level of the sub-contractor?					
whether the sub-contractor is an EME? (Tick applicable box)		YES		NO	

4.4 POINTS AWARDED FOR PROMOTION OF LOCAL ECONOMIC DEVELOPMENT TO ENTERPRISES WHOSE HEAD OFFICES OR PRIMARY PLACE OF BUSINESS ARE LOCATED WITHIN THE WESTERN CAPE PROVINCE, OR CAPE WINELANDS DISTRICT, OR BREEDE VALLEY MUNICIPAL AREA (SPECIFIC GOAL 2 – LOCALITY)

- 4.4.1 In terms of paragraph 11.4 of the Breede Valley Municipality's Preferential Procurement Policy, a further 10 points for bids advertised on an 80/20 point system, or 5 points for bids advertised on a 90/10 point system, shall be allocated to promote local

economic development, as per table 3 below:

Table 3: Points for locality

No	Requirement	Points for enterprises within Breede Valley municipal area	Points for enterprises within Cape Winelands District region	Points for enterprises within the Western Cape Province
1	Procurement under the 80/20 preference points system where the enterprise's head office or primary place of business is located	10	5	2

4.4.2 In order for bidders to claim points in accordance with paragraph 4.4.1, bidders must complete a declaration in paragraph 5 below and attach the necessary proof of the company's locality in a form of either one of the following documents:

- (a) Documents of Incorporation (CIPC), clearly reflecting the business physical address; or
- (b) Municipal account of the enterprise, not older than three months; or
- (c) Valid lease agreement, where the tenderer is the lessee; or
- (d). CSD Report, clearly reflecting the business physical address; or
- (e). BBBEE Certificate issued by agency accredited by SANAS
- (f) Extract of the certificate issued by SARS, clearly reflecting the business physical address , or
- (g) Extract of the letter issued by the registered bank, clearly reflecting the business physical address, or
- (h) Extract of the letter issued by any statutory body established within the RSA, clearly reflecting the business physical address;

5. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of municipality where the enterprise's head office or primary place of business is located	
Province where the enterprise's head office or primary place of business is located (e.g: Gauteng Province)	
Type of the Company or firm (tick applicable box)	☐ Partnership/Joint Venture / Consortium ☐ One-person business/sole propriety ☐ Close corporation ☐ Public Company ☐ Personal Liability Company (Pty) Limited ☐ Non-Profit Company ☐ State Owned Company
Company registration number	

5.1. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	

SCHEDULE 5: MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE BREEDE VALLEY MUNICIPALITY**

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

I, _____, _____ (full name and ID no.), hereby acknowledge that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors/members/partners to the Breede Valley Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

Further details of the bidder's director(s) / shareholder(s) / partner(s) / member(s), etc.:

Director / partner / member	Physical residential address of the director / partner / member	Municipal account number(s)

PLEASE NOTE:

1. Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.
2. If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.

Signature	Position	Date

SCHEDULE 06: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES – MBD 8

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of Schedule 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature Date

.....
Position Name of Bidder

SCHEDULE 07: MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;

- (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature Date

.....
Position Name of Bidder

PART B: CONTRACT DETAILS AND PRICING SCHEDULE

1. DETAILS OF THE CONTRACT

Breede Valley Municipality, the Employer, invites bidders for the **SURFACE REPAIRS OF SURFACED ROADS WITHIN WORCESTER, BY MEANS OF POTHOLE REPAIR**

2. ELIGIBILITY CRITERIA

Only suitably qualified service providers who meet the following eligibility criteria, may participate in this quote:

- a) Only those bidders who are registered with the CIDB (Construction Industry Development Board) registered, with a contractor grading equal to or higher than a contractor grading 1CE.
- b) Bidders must provide at least 2 contactable references to which similar projects have been conducted – similar value and nature.

3.1 SCOPE

This specification covers the requirements for the appointment of a suitably qualified service provider for the pothole repair of surfaced roads with cold mix asphalt.

Construction methods must be such that no property or life is endangered.

3.2 LOCATION

The site is located on various combinations of roads in Worcester, within the jurisdiction of the Breede Valley Municipal. The Employer accepts no responsibility for work that is done outside the site boundaries without the Employers' approval. Pothole repairs are undertaken as per approved council schedule, where the works will be undertaken accordingly. The following is an extract (sample) of the approved council schedule:

Zone A											
Area	17-Apr-23	18-Apr-23	19-Apr-23	20-Apr-23	21-Apr-23	Area	08-May-23	09-May-23	10-May-23	11-May-23	12-May-23
Zwelethemba		Transhex				Oudorp					
Hex Industrial						Pakersdam					
Industrial Area						Victoriapark					
Paglande						Noblepark					
Zone B											
Area	24-Apr-23	25-Apr-23	26-Apr-23	27-Apr-23	28-Apr-23	Area	15-May-23	16-May-23	17-May-23	18-May-23	19-May-23
Avianpark						Roodewal					
Riverview						Johnsonpark					
Hugosdorp						Hexpark					
Florianpark						Esselenpark					
Zone C											
Area	01-May-23	02-May-23	03-May-23	04-May-23	05-May-23	Area	22-May-23	23-May-23	24-May-23	25-May-23	26-May-23
Leighton Park						Rouxpark					
Worcester-Wes						Meingspark					
Somersetpark						Van Riebeeck					
Langerug						Bloekompos					
Hospital park						Panorama					
Hospital hill						Fairway Heights					
Bergsig											
Fairy Glen											
Re-unie park											
Zone A											
Area	29-May-23	30-May-23	31-May-23	01-Jun-23	02-Jun-23	Area	19-Jun-23	20-Jun-23	21-Jun-23	22-Jun-23	23-Jun-23
Zwelethemba		Transhex				Oudorp					
Hex Industrial						Pakersdam					
Industrial Area						Victoriapark					
Paglande						Noblepark					
Zone B											
Area	05-Jun-23	06-Jun-23	07-Jun-23	08-Jun-23	09-Jun-23	Area	26-Jun-23	27-Jun-23	28-Jun-23	29-Jun-23	30-Jun-23
Avianpark						Roodewal					
Riverview						Johnsonpark					
Hugosdorp						Hexpark					
Florianpark						Esselenpark					
Zone C											
Area	12-Jun-23	13-Jun-23	14-Jun-23	15-Jun-23	16-Jun-23	Area	03-Jul-23	04-Jul-23	05-Jul-23	06-Jul-23	07-Jul-23
Leighton Park						Rouxpark					
Worcester-Wes						Meingspark					
Somersetpark						Van Riebeeck					
Langerug						Bloekompos					
Hospital park						Panorama					
Hospital hill						Fairway Heights					
Bergsig											
Fairy Glen											
Re-unie park											

3.3 INTERPRETATION

3.3.1 CODE OF PRACTICE AND CONTRACTS DATA

- 3.3.1.1 Where reference is made to the standard specifications in this contract, it shall mean the Standard Specifications for Routine Road Maintenance, January 2013, prepared by the Western Cape Government, Department of Transport and Public Works and Transport Management Branch. All workmanship and materials shall comply herewith. The Standard Specification for Routine Road Maintenance may be requested.
- 3.3.1.2 The Pricing Strategy is Re-measurement.
- 3.3.1.3 The successful bidder shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site. The successful bidder shall abide by any conditions imposed by such wayleaves, permissions or permits. The successful bidder shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand. The costs for complying with this requirement will be deemed to be included in the successful bidder's quoted rates.
- 3.3.1.4 The Contractor must make adequate provision in his bid for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his bided rates.
- 3.3.1.5 The Contractor shall take every precaution to avoid damage to vegetation within that area of the road reserve which falls outside the designated work area. Any damage caused is to be repaired at the Contractor's expense. Storage and stockpiling of materials within the road reserve will not be permitted. Vegetation cuttings and waste material shall be spoiled at suitable locations at the Contractors' cost.
- 3.3.1.6 The successful bidder shall take every precaution to ensure safety and to protect the Works and temporary works from theft and vandalism. The Contractor will be responsible for the safety and security of his own personnel as well as visitors to the site, materials on site and the Works in general at all times. The successful bidder shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the Works and the public. The costs for complying with this requirement will be deemed to be included in the successful bidder's quoted rates.
- 3.3.1.7 The successful bidder shall ensure that a Health and Safety file, which shall include all documentation required in terms of the provisions of the OHS Act, the Construction Regulations, 2014 and this Health and Safety Specification, is open and kept on Site at all times. The successful bidder shall ensure that all workers are issued with the necessary personal protective clothing.
- 3.3.1.8 The successful bidder shall submit a register of all potholes repairs in support (evidence) with invoicing. The register shall include before and after pictures, location information, size of the pothole repair and the amount of cold mix asphalt used.
- 3.3.1.9 The safety and convenience of the travelling public shall be considered of utmost importance and every effort must be made to ensure that all temporary road signs, cones, flagmen and speed controls are maintained and effective, and that courtesy is extended to the public at all times. The travelling public has the right of way on public roads, and the Contractor shall make use of approved methods to control the movement of his equipment and vehicles so as not to constitute a hazard on public roads. Failure to maintain road signs, warning signs or flicker lights, etc, in good condition shall constitute ample reason to bring the Works to a stop until the road signs, etc, have been repaired satisfactory.
- 3.3.1.10 During the progress of the work as well as upon its completion, the site of the works shall be kept and left in a clean and orderly condition. The successful bidder shall at all times store materials and equipment for which he is responsible in an orderly manner and shall keep the site free from debris and obstruction.
- 3.3.1.11 Cold mix asphalt will for this period be provided by the Municipality. All other materials and tools shall be provided for by the successful service provided.

3.3.1.12 Each quote must be accompanied by a method statement consisting of a detailed description of the Works and preliminary programme for the execution of the Works.

Any contractor who fails to submit detailed method statement for the execution of the Works will be considered non-responsive and shall render their quote ineligible for award.

3.4 MEASUREMENT

3.4.1 MEASUREMENT

3.4.1.1 METHOD OF PAYMENT

Except where otherwise specified in the project specifications or in the preamble to the schedule, all items in the schedule shall be measured and shall cover the operation as specified. Payment shall be based on the actual quantity of authorized work done in accordance with the specifications and drawings.

3.4.1.2 QUOTE RATE

The rate quoted in the schedule of quantities shall cover the contractor's direct and overhead cost and profit and all other cost of complying with the obligations, liabilities, risks and requirements associated with such item.

3.5 PAYEMENT

3.5.1 TERMS OF PAYMENT

The terms of payment shall conform to the relevant clauses of the applicable conditions of the contracts.

3.6 SHEDULED ITEMS

20100 General requirements

B202.01 Contractor's general obligations.....Unit: Sum

Payment of the sum quoted under sub-item B202.01 shall include full compensation for all the contractor's charges in respect of the following items, collectively termed the "contractor's general obligations". No distinction will be made between fixed and time-related obligations.

- Setting up and maintaining his organization, personnel, camps, accommodation, ablution and other facilities, offices, stores, workshops, other temporary structures, fencing, testing facilities and constructional plant on the site and their removal on completion of the contract.
- Effecting the insurances and indemnities required in terms of the General Conditions of Contract. The limit of indemnity for liability insurance is R20 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.
- All general site and Office overheads, profit, financing costs, risks, legal and contractual responsibilities and other costs and obligations of a preliminary or general nature which are not specifically measured for payment under any other items of payment.

B202.02 Contractor's obligation in respect of Health and Safety.....Unit: Sum

Payment of the sum shall include full compensation for all costs resulting from complying with Occupational Health and Safety Act and its Construction Regulations and requirements in terms of health and safety requirements in respect of the contract as specified.

For the purposes of this Specification, the definitions given in the Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014. In compliance with the Construction Regulations the principal contractor shall, after performing the initial overall risk assessment, prepare a health and safety plan for approval by the client. The health and safety plan shall include, but not be limited to, the following:

- (i) A copy of the initial overall risk assessment on which the plan is based;
- (ii) The safety management structure including the names of all designated persons such as the construction supervisor and any other competent persons;

(iii) Notification of construction work, where applicable
(iv) Proof of registration and good standing with COID Insurer
(v) The following initial safety method statements and procedures to be adopted to ensure compliance with the OHS Act:

- Public vehicular and pedestrian traffic accommodation measures;
- Control of the movement of construction vehicles;
- The storage and use of materials;
- The use of tools, vehicles and plant;
- The use of batch plants;
- Excavation work;
- Security, access control and the exclusion of unauthorised persons.
- The provision and use of temporary services;
- Compliance with wayleaves, permissions and permits;
- Safety equipment, devices and clothing to be employed;
- Emergency procedures;
- Provision of welfare facilities;
- Induction and training; and
- All activities not outlined above, that are required for approval before construction work can commence.

(vi) Arrangements for the provision and maintenance of the health and safety file and other documentation. The Contractor shall ensure that a Health and Safety file, which shall include all documentation required in terms of the provisions of the OHS Act and the Construction Regulations, 2014.

(vii) Arrangements for monitoring and control to ensure compliance with the safety plan.

(viii) Accidents and Incident Investigations.

(ix) Notification of Construction Work

The principal contractor shall, where the contract meets the requirements laid down in Construction Regulations, prior to commencement of the works, notify the Department of Labour of the intention to carry out construction work and use the form (Annexure A in the Construction Regulations) for the purpose. A copy shall be kept on the health.

(x) Training and Competence

The training required by the OHS Act and Regulations shall be included in the principal contractor's health and safety plan. The principal contractor shall be responsible for ensuring that all relevant training is undertaken. Only accredited training providers shall be used for health and safety related training. The principal contractor shall ensure that his personnel and the duly appointed personnel of all contractors are competent and that all training required for doing the work safely and without risk to health, has been completed before work commences.

(xi) Medical certificate of fitness

The principal contractor as well as all contractor's, shall ensure that all their employees have a valid certificate of fitness, specific to the construction work to be performed and issued by an occupational health practitioner, in the form of Annexure 3 to Government Gazette No. 37305 of 7 February 2014.

(xii) Inspections, formal enquires and incidents

The Contractor shall inform the Employer beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and as soon as reasonably practicable of the occurrence of an incident (as defined in the OHS Act) on the Site. The Contractor shall record all incidents and notify the Employer of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incident to an inspector as designated in terms of the OHS Act. The Contractor shall investigate all incidents and issue the Employer with copies of such investigations.

(xiii) Personal protective equipment and clothing.

The Contractor shall ensure that all workers are issued with the necessary personal protective clothing.

(xiv) Traffic accommodation

A traffic management plan is to be provided by the principal contractor and agreed to by the municipality prior to the commencement of any activity that requires traffic accommodation measures. The protection of members of public as road users, road traffic and pedestrians must be prioritised.

20500 Accommodation of Traffic

- B205.01 Accommodating traffic and maintaining temporary deviations.....Unit: Sum
The quoted rate shall include full compensation for accommodating traffic and maintaining temporary deviations during construction and maintenance periods. The quoted rate shall also include full compensation for the provision of communication equipment required for regulating the traffic, arranging for the moving of services, solving traffic problems, complying with the legal requirements of all authorities concerned, for providing temporary access to private property, and for the provision and maintenance of temporary drainage. The quoted rate shall also include all costs associated with the provision of flagmen shown on the drawings or in the South African Road Traffic Signs Manual (SARTSM) Volume 2 Chapter 13 of May 2012, and the moving of barricades, signs, etc. to new positions for the duration of the specific activity.

21200 Surface patching of surface roads

- B212.02 Pothole repair (< 1m²) using cold mix asphalt, as provided by client.....Unit: no.
The unit of measurement for repairing surfacing shall be the number of potholes repaired, irrespective of the thickness or number of layers. The tendered rates shall include full compensation for procuring, trimming the edges of the existing surface, furnishing, and storing of all materials, providing and transporting all labour and equipment necessary for cutting back the edges, excavation, removing excavated and loose material and disposal thereof, priming, backfilling with the approved product (as supplied by client), compaction and trimming as specified.

3.7 COMMENCEMENT OF THE WORKS

Works shall commence within 10 working days from date of receiving an official order. Failure to do so shall result in the municipality having to cancel an order and consider appointing the second highest bidder. Records of failing to honour the contractual obligations shall be kept and used for the purposes of evaluating future quotations and tenders.

3.8 DELIVERY PERIOD

Work shall be completed within time frame given by official from commencement date. A grace period of up to 02 working days shall be granted, at the discretion of the Project Manager, to cater for acts of God (inclement weather and any other occurrence that could not have been foreseen during the quotation process). Failure to meet the contractual obligations shall result in the municipality having to impose a penalty of R300.00 for every day that is late, after the grace period has been depleted.

Records of failing to honour the contractual obligations shall be kept and used for the purposes of evaluating future quotations and tenders.

3.9 PRICING INSTRUCTION

Bidders must cast their prices / rates / sum for the for the pothole repair of surfaced roads with cold mix asphalt, as per attached specification and pricing schedule below.

Note: The contractor is required to do onsite inspections and accurate measurements of the works prior to submitting prices. Estimated quantities are provided in the attached pricing schedule. The municipality is not bound to the quantities in the quote document, hence actual quantities shall depend on the needs (operational) and budget limitations of the municipality. Thus, the municipality reserves the right to amend the quantities at its discretion in order to meet budget limitations.

Schedule of quantities.

SEC- TION	PAY ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
						R	c
		SURFACE REPAIRS OF SURFACED ROADS WITHIN WORCESTER, BY MEANS OF POTHOLE REPAIR					
20100		GENERAL REQUIREMENTS					
	B202.01	Contractor's general obligations	Sum	1			
	B202.02	Contractor's obligation in respect of Health and Safety	Sum	1			
20500		ACCOMMODATION OF TRAFFIC					
	B205.01	Accommodating traffic and maintaining temporary deviations	Sum	1			
21200		SURFACE PATCHING OF SURFACE ROADS					
	B212.02	Pothole repair (< 1m ²) using cold mix asphalt, as provided by client	No.	165			
		Total Carried Forward To Summary					

SCHEDULE OF QUANTITIES			SUMMARY OF SECTIONS
SECTION	DESCRIPTION	Page Number	AMOUNT (R)
THE MAINTENANCE OF PROCLAIMED ROADS WITHIN WORCESTER, DE DOORNS AND TOUWSRIVIER			
20100	GENERAL REQUIREMENTS	22	
20500	ACCOMMODATION OF TRAFFIC	22	
2100	REPAIRS TO PAVEMENT LAYERS	22	
SUBTOTAL			
15% VAT			
OFFER AMOUNT (Inclusive 15% VAT) (Carried Forward To Page 1)			

NB* The pricing schedule total (offer amount) to be carried forward to the schedule on the front page.

For any queries regarding this specification, please contact:

Telephone: Mr. Ammaar Moerat, Phone +27 (0) 76 508 4708.

E-mail: Mr. Ammaar Moerat, email amoerat@bvm.gov.za

SPECIAL CONDITIONS

- The successful Service Providers or Contractor/s shall be responsible for the procurement of all the necessary materials and labour required for the execution of the works.
- The successful contractor shall ensure that competent and knowledgeable team member(s) are the ones that execute the work at all times. No qualified artisan shall be substituted by an unqualified member at any given time.
- No work shall be undertaken, unless instructed by the authorised representative of the employer.
- The successful contractor shall at all times practice safe working habits and create safe working conditions for his/ her workers, including safety measures to protect both the public and employees undertaking the works. Protective clothing shall be worn when executing work, and traffic accommodation shall be displayed according to SARTSM. The municipality shall be indemnified against any loss, injury to employees and damage to own property or third party, while executing the works on behalf of the municipality.
- No subcontracting will be allowed for the main component of this quote. If the contractor is unable to perform the assigned task at any given time, the municipality will be at liberty to consider the second highest bidder in order to avoid service delivery being hampered.
- Bidders must attach proof of registration/insurance in terms of the Compensation for Occupational Injuries and Disease Act, Act 130 of 1993. This can either take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the contractor's broker or the insurance company itself. No award shall be made to the bidder who is not in good standing with the Compensation Commissioner or cannot prove to have been registered.
- The municipality reserves the right to conduct an assessment on the recommended bidder's ability to execute the task. Such an assessment will be based on (but not limited to):
 - Ability to handle a project of similar nature and size (experience);
 - Ability to access tools and vehicle;
 - Ability to access funding and other related resources; etc.
- Prior to the award, the municipality reserves the right to inspect the contractors/ service providers premises & equipment and to conduct verifications on the recommended contractor in order to ensure that technical and financial risks are eliminated.
- No Progress (Part) payments shall be done. The municipality shall do payments upon successful completion of the required works. Before a payment will be done, an inspection will be done to the satisfaction of the municipality.
- No payment shall be made on incomplete or poor workmanship.
- Invoices shall be paid within 30 days from receipt, after the works have been certified to be in order.
- The municipality reserves the right to terminate the contract should no satisfaction be received from the successful bidder.
- Service providers/ contractors must provide at least two references (contact details and addresses) where previous works of similar nature and size, were done.
- Contractors must make provision for own storage and security of material, tools and equipment, during the course of the project.
- Any damages to the municipal property caused by Service provider / contractor while on site will be for his/her own account, and must be repaired at the cost of the contractor.
- Service providers may form a joint venture or consortium, however, no sub-contracting for the works shall be allowed. (NO EXCEPTION)
- The municipality reserves the right to cancel or reduce the scope of works at its discretion in order to meet the budget limitations.

GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract (GCC)

1. Definitions

1. The following terms shall 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.
 - 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.
- 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 shall apply.

3 General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall 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 shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information inspection**
- 5.1 The supplier shall 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 shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall 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 shall remain the property of the purchaser and shall 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 shall 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 shall 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.
- 7. Performance Security**
- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall 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 shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall 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 shall 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 shall be carried out, the purchaser shall 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 shall 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 shall be defrayed by the supplier.
- 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 shall be held at the cost and risk of the supplier who shall, 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 shall be returned at the suppliers cost and risk. Should the supplier fail 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 shall 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 shall 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 shall 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 shall 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 shall comply strictly with such special requirements as shall 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, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract shall 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.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall 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 shall 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, shall be agreed upon in advance by the parties and shall 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 shall 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 are 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 shall 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 shall 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 shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, 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 shall be specified.

16.2 The supplier shall 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 shall 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.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall 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 shall 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 shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall 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 shall 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 shall

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 shall 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 shall 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.
- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall 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 shall, 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 shall, 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 shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 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 Schedules 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 Schedule 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Anti- dumping 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 shall 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 shall 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 shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall 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 shall make every effort to resolve amicably such dispute or difference by mutual consultation.

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 shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall 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 shall 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 shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall 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 shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall 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 shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall 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 shall 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 shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment

- 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall 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 shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

- 35.1 In terms of Schedule 4 (1) (b) (iii) of the Competition Act No. 89 of 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 Schedule 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 contractor(s) concerned.

Revised: July 2010