



07.10.2019		Closing Date: 22.10.2019		Time: 11:00AM	
Name of Company:				Quotation Reference 301363	
1.	<p><b>SUPPLY, FABRICATION, DELIVERY AND INSTALLATION OF A NEW EXTERNAL STRUCTURAL STEEL EMERGENCY ESCAPE STAIRCASE AT THE ESD OFFICES IN MARK STREET, WORCESTER</b></p> <p><b>NB: See detailed specifications on page 19 – 29. Complete the bill of quantities on page 30 – 33. Total price on page 33 must be carried over to this page.</b></p>				
			Subtotal:		
VAT Registered? Yes/No		Included? Yes/No	VAT @ 15%		
VAT Number:			Total:		
Completion Period as indicated by the Service provider:	Completion period shall be within ..... Weeks from receiving an official order.				
<p><b>Compulsory Site Visit at the:</b>  <b>Electrical Services Department, Mark Street, Fairy Glen, Worcester on</b>  <b>WEDNESDAY 16 OCTOBER 2019 @ 10:00 AM</b></p> <p>Contact Person: <b>Mr. L Bothma – 023 348 8000</b></p>					
Authorised Signature:		Official Stamp:			
Print Name:					
Date:					

## INVITATION TO QUOTE

The Breede Valley Municipality invites quotations from suitably qualifying suppliers (service providers) for:  
**301363 SUPPLY, FABRICATION, DELIVERY AND INSTALLATION OF A NEW EXTERNAL STRUCTURAL STEEL EMERGENCY ESCAPE STAIRCASE AT THE ESD OFFICES IN MARK STREET, WORCESTER**

Only suppliers who are willing and able to render the services as listed in the schedule of quantities, within the agreed weeks from receiving an order, are eligible to participate in this quotation.

### ELIGIBILITY CRITERIA

Only those service providers who:

- ✓ Are CIDB (Construction Industry Development Board) registered with a grading 1 - SL or higher are eligible to participate in this quote (documentary proof must be submitted with this quote).
- ✓ Are registered with the applicable Bargaining Council (MEIBC – Metal and Engineering Industries Bargaining Council) and comply with their agreements (documentary proof must be submitted with this quote).
- ✓ Comply with the Occupational Health and Safety Act and Construction Regulations.
- ✓ In Good Standing and Comply with the COIDA (Compensation for Occupational Injuries and Diseases Act) and have a valid registration with the Compensation Commissioner.
- ✓ Comply with strict adherence to applicable Safety Guidelines which will be emphasised under this Contract. The Tenderer shall submit a Pro-forma Health and Safety Plan and append it to his/her quotation. Failure to submit the Pro-forma Health and Safety Plan shall render the quotation offer non-responsive.
- ✓ Valid Insurance, in addition to the insurances required in terms of General Conditions of Contract Clauses 11 the following insurance is also required:
  - ✓ Public liability insurances shall be in the name of the Contractor, covering the Contractor and the Breede Valley Municipality against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than R5 million for any single claim.
  - ✓ Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
  - ✓ Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
  - ✓ Insurance to the value of R2,5 million for damage to or physical loss of property of the Employer that is not part of the work, arising directly from the execution of the Works.  
Details of this insurance are to be submitted prior to the commencement of the contract.
- ✓ Can demonstrate under schedule 9, to have minimum 3 years previous experience on contracts of a similar nature and extent (contactable references of previous projects must be included)
- ✓ Only those suppliers who meet the minimum threshold of 100% for local production and content as prescribed by National Treasury are eligible to participate in this quotation
- ✓ Compliance with required maximum construction period of six (6) weeks from commencement.
- ✓ No sub-contracting will be permitted, except for galvanizing services.

**A compulsory site inspection with representatives of the municipality will take place on Wednesday 16 October 2019 at 10:00 AM. Prospective bidders shall meet at the Electrical Services Department, Mark Street, Fairy Glen, Worcester. Bidders who arrive 15 minutes later than the mentioned starting time will not be allowed into the meeting and / or site inspection.**

A set of Quotation Documents can be obtained from the Breede Valley Municipality, Supply Chain Management Unit's Offices, Stofberg House, 23 Baring Street, Worcester.

Enquiries regarding the quotation process shall be directed to **Ms. M. Africa at telephone number 023 348 2960**

Any enquiries regarding technical information shall be directed to **Mr. L Bothma at telephone number 023 348 8000**

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 the Supply Chain Management Unit, Stofberg House, 23 Baring Street, Worcester, or (2)  
By fax at: **086 560 7956**
- (2) By e-mail at: [evaluations@bvm.gov.za](mailto:evaluations@bvm.gov.za)

**The closing date and time of this quotation is 11h00 AM on Tuesday 22 October 2019 if the quotation is submitted late, it shall not be accepted for consideration.**

## INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	301363	CLOSING DATE:	22.10.2019	CLOSING TIME:	11:00 AM
DESCRIPTION	SUPPLY, FABRICATION, DELIVERY AND INSTALLATION OF A NEW EXTERNAL STRUCTURAL STEEL EMERGENCY ESCAPE STAIRCASE AT THE ESD OFFICES IN MARK STREET, WORCESTER				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>STOFBERG HOUSE, 23 BARING STREET, WORCESTER</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
(a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		(b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
(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					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Ms M Africa		CONTACT PERSON	Mr L Bothma	
TELEPHONE NUMBER	023 348 2960		TELEPHONE NUMBER	023 348 8000	

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>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.</b></p>	3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO									
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO									

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

## REQUEST FOR WRITTEN QUOTATION

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 specified, where applicable. If not specified, it will be regarded as 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. An original and valid Tax Clearance Certificate MUST be submitted and No 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 comprise of more than one item;
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 20 January 2017 (no 40553)
16. The successful provider will be the provider 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.**

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

Yours sincerely

Head: Supply Chain Management

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

**PART A: RETURNABLE SCHEDULES**

**Contents**

Schedule 01: Authority for Signatory

Schedule 02: Declaration in terms of the MFMA<sup>1</sup>

Schedule 03: Tax Clearance Certificate

Schedule 04: Preference Points

Schedule 05: Proof of Payment of Municipal Rates and Taxes

Schedule 06: Declaration Certificate for local production and content MBD 6.2

Schedule 07: Declaration of Bidders past Supply Chain Management Practices MBD 8

Schedule 08: MBD 9

Schedule 09: Work Experience of the Bidder – Completed Contracts.

**SCHEDULE 1**  
**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.

Capacity		
FAX	F	
E-MAIL	E	
POSTAL	P	

Language Preference: \_\_\_\_\_

Tax Reference Number: \_\_\_\_\_ Vat Registration Number; (if any): \_\_\_\_\_

CIDB<sup>2</sup> 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. \_\_\_\_\_

<sup>2</sup> Construction Industry Development Board.

**SCHEDULE 2**

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT, NO. 56 OF 2003. (Section 3)**

The Bidder shall duly complete undermentioned. An authorized person shall duly undersign in this regard.

**Failure to duly complete this statement shall subject the quote to rejection.**

**CERTIFICATE in terms of SECTION 112(1) of the MUNICIPAL FINANCE MANAGEMENT ACT 2003 (Act No. 56 of 2003) and  
in terms of CLAUSES 44 and 45 of the MUNICIPAL SUPPLY CHAIN MANAGEMENT POLICY**

I, the undersigned, warrants that I am duly authorised to act on behalf of the enterprise mentioned below and do hereby certify that, to the best of my personal knowledge, neither the enterprise nor any of its owners, directors, members or partners has—

- i) failed to pay any municipal rates and taxes or municipal service charges;
- ii) been in arrears with any municipal accounts with any municipality or municipal entity in the Republic of South Africa, for a period longer than 3 (three) months;
- iii) been convicted of fraud or corruption during the past 5 (five) years;
- iv) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- v) failed, during the past 5 (five) years, to perform satisfactory on a previous contract with the Municipality or any other organ of state after written notice was given to the enterprise that performance was unsatisfactory;
- vi) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past 5 (five) years;
- vii) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004);
- viii) been listed on National Treasury's database as a person or enterprise prohibited from doing business with the public sector;
- ix) any tax matters that is not cleared by the South African Revenue Services;
- x) been in the service of the state for the past 12 (twelve) months or is in the service of the state; or
- xi) been or is an advisor or consultant contracted with the Municipality.

Further to the above I, the undersigned, herewith disclose the particulars of any kinship (parent, brother, sister or child) with a person that is in the service of the state (see footnote<sup>3</sup>), or has been in the service of the state in the previous twelve months of any of its owners, directors, members or partners:

Full Name of that person:

Kinship/Relationship

Identity Number of that person(s):

Particulars of Employer:

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

I acknowledge that any misrepresentation in respect of this certificate may be regarded as a reason to cancel the listing or bid as accredited prospective provider and any contract arising out of this information supplied.

Duly authorised to sign on behalf of \_\_\_\_\_

(insert name of enterprise<sup>4</sup>)

Print name in full: \_\_\_\_\_ Signature: \_\_\_\_\_

Identity number: \_\_\_\_\_

<sup>3</sup> MSCM Regulations: "in the service of the state" means to be –

- (a) a member of any municipal council; any provincial legislature; or 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.

<sup>4</sup> Where the enterprise is a joint venture, each party to the joint venture must sign a declaration in terms of the Municipal Finance Management Act.



**SCHEDULE 3**

**VALID AND ORIGINAL TAX CLEARANCE CERTIFICATE**

Where the bidder has got a reason to believe that he or she has updated his or her database affairs with the municipality or Centralised Supplier Database, the bidder may choose not to attach the updated Tax Clearance Certificate. Otherwise, bidders must attach to this quotation, a **valid** and **original** tax clearance certificate.

**SCHEDULE 4**  
**PREFERENCE POINTS**

**Please attach certified BEE certificate to quotes above R30,000**

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (80/20 system)</b>
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**SCHEDULE 5**

**PROOF OF PAYMENT OF MUNICIPAL RATES AND TAXES**

The Bidder must attach to this application a certificate from his / her municipality indicating that all rates and taxes are fully paid or not in arrears for more than three (3) months. Please note that the Municipality reserves it's right to have the account checked before any business is awarded. (Copy of latest Municipal Account(s) or Affidavit confirming of residential address or renting of business premises or Rental Agreement.)

**SCHEDULE 6**

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT - MBD 6.2**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8 (1) and 8(2) make provision for the promotion of local production and content.

1.2. Regulation 8(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Regulation 8(2) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.

1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$\left[ C = 1 - \frac{x}{y} \right] \times 100$$

Where

x        imported content  
y        bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

2.1. “**bid**” includes advertised competitive bids, written price quotations or proposals;

- 2.2. “**bid price**” price offered by the bidder, excluding value added tax (VAT);
- 2.3. “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. “**designated sector**” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. “**duly sign**” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. “**imported content**” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. “**local content**” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. “**stipulated minimum threshold**” means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

**3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____ All services, work or goods	_____ 100%
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information are accessible on [www.reservebank.co.za](http://www.reservebank.co.za). Indicate the rate (s) of exchange against the appropriate currency in the table below:

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**IN RESPECT OF BID No.** .....

**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):  
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

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

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_ 20.....

WITNESS No. 1 \_\_\_\_\_

DATE: \_\_\_\_\_ 20.....

WITNESS No. 2 \_\_\_\_\_

DATE: \_\_\_\_\_ 20.....

**SCHEDULE 7**

**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).
- 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).  <b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of Schedule 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	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.....20..... Position.....

Name of Bidder.....

**SCHEDULE 8**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION- MBD 9**

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 consortium<sup>3</sup> 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

**SCHEDULE 9**

**WORK EXPERIENCE OF THE BIDDER – COMPLETED CONTRACTS**

The following is a statement of projects relating to this document, successfully executed by the bidding company:

<b>CLIENT TO WHOM WORK WAS DONE &amp; CONTACT PERSON</b>	<b>Contact Details</b>		<b>VALUE OF WORK (INCL. VAT)</b>	<b>DATE COMPLETED</b>
	Tel			
	e-mail			
	Tel			
	e-mail			
	Tel			
	e-mail			
	Tel			
	e-mail			

## PART B: CONTRACT DETAILS

### DESCRIPTION OF THE CONTRACT

This contract involves the construction of a new external structural steel emergency escape staircase at the ESD offices in Mark St, Worcester as per detailed specifications and drawings.

### ELIGIBILITY CRITERIA

Only those service providers who:

- ✓ Are CIDB (Construction Industry Development Board) registered with a grading 1 - SL or higher are eligible to participate in this quote (documentary proof must be submitted with this quote).
- ✓ Are registered with the applicable Bargaining Council (MEIBC – Metal and Engineering Industries Bargaining Council) and comply with their agreements (documentary proof must be submitted with this quote).
- ✓ Comply with the Occupational Health and Safety Act and Construction Regulations.
- ✓ In Good Standing and Comply with the COIDA (Compensation for Occupational Injuries and Diseases Act) and have a valid registration with the Compensation Commissioner.
- ✓ Comply with strict adherence to applicable Safety Guidelines which will be emphasised under this Contract. The Tenderer shall submit a Pro-forma Health and Safety Plan and append it to his/her quotation. Failure to submit the Pro-forma Health and Safety Plan shall render the quotation offer non-responsive.
- ✓ Valid Insurance, in addition to the insurances required in terms of General Conditions of Contract Clauses 11 the following insurance is also required:
  - ✓ Public liability insurances shall be in the name of the Contractor, covering the Contractor and the Breede Valley Municipality against liability for the death of or injury to any person, or loss of or damage to any property, arising out of or in the course of this Contract, in an amount not less than R5 million for any single claim.
  - ✓ Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
  - ✓ Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” Risks including Passenger Liability Indemnity.
  - ✓ Insurance to the value of R2,5 million for damage to or physical loss of property of the Employer that is not part of the work, arising directly from the execution of the Works.  
Details of this insurance are to be submitted prior to the commencement of the contract.
- ✓ Can demonstrate under schedule 9, to have minimum 3 years previous experience on contracts of a similar nature and extent (contactable references of previous projects must be included)
- ✓ Only those suppliers who meet the minimum threshold of 100% for local production and content as prescribed by National Treasury are eligible to participate in this quotation
- ✓ Compliance with required maximum construction period of six (6) weeks from commencement.
- ✓ No sub-contracting will be permitted, except for galvanizing services.

### DESCRIPTION OF WORKS

#### 1. EMPLOYERS OBJECTIVE (BACKGROUND):

The Breede Valley Municipality seeks to appoint a suitable qualified contractor, with proven and credible track record in the construction industry for the construction of a new external structural steel emergency escape staircase at the ESD offices in Mark St, Worcester, Western Cape as per detailed specifications and drawings. The construction must adhere to existing municipal standards and in accordance with the applicable SANS standards.

#### 2. WORK SCOPE:

The services of a contractor(s) are required to undertake the construction of the external structural steel emergency escape staircase as per the specifications and drawings herein. The scope includes the following:

- i. Supply all steel products and components as per specifications, drawings and on-site measurements.

- ii. Fabrication of the emergency escape staircase, walkway, handrails and balustrades to SANS 10160.
- iii. Hot-dip galvanize of all steel products and components in accordance with SANS 121. No fabrication will be allowed after this stage, contractors to take special precautions as not to damage any galvanized surfaces hereafter.
- iv. Assemble and install of final product on site to specifications, drawings and the satisfaction of the Municipal representative.

### 3. SPECIFICATIONS:

The specifications under Materials and Workmanship – Section 5 shall apply to this works

### 4. GENERAL:

- 4.1 Contract documents
  - 4.1.1 The contract documents include the following:
    - i. Specifications under Scope of Works;
    - ii. Bill of Quantities;
    - iii. Typical Construction Details – Drawings, plans, technical information, calculations and manufacturers' literature provided by contractor for approval by Municipal representative before any construction works commence.
- 4.2 Client requirements
  - 4.2.1 The contractor must employ 100% local labour (from Worcester) for unskilled work.
  - 4.2.2 The MUNICIPALITY reserves the right to reduce or omit items from the specification and scope of works or to reduce the area covered to suit the available budget.
- 4.3 Protection of works
  - 4.3.1 It shall be the contractor's responsibility to ensure that the new works are protected against damage to wet paint, concrete, asphalt and work in progress.
  - 4.3.2 Open trenches or excavations shall be barricaded or taped with danger tape at all times to ensure safety on site.
  - 4.3.3 Wherever possible, the contractor shall ensure the safety of the public still using the site. The contractor shall also adhere to the requirements of the Occupational Health and Safety Act, and provide all the necessary safety equipment, correct operating equipment and personal protective clothing as necessary to complete the works.
  - 4.3.4 Any damages to municipal buildings or services 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 to the satisfaction of the Municipal representative.
- 4.4 Contractor's temporary storage camp
  - 4.4.1 The contractor will be allowed to store material and provide a chemical toilet inside an approved area adjacent to site. The contractor shall ensure that the chemical toilet is cleaned on a regular basis and must ensure that its workers make use of this toilet to protect the area against contamination.
  - 4.4.2 The storage area must always be kept tidy.
  - 4.4.3 At the end of the contract, the contractor shall remove all fencing (if any), toilets and remaining materials at his own expense and ensure the area is left tidy and clean and to the satisfaction of the client.
- 4.5 Security
  - 4.5.1 The area is prone to vandalism and theft; thus, the contractor must provide his own security. The cost of security must be included in the contractor's rates for preliminary and general expenses.
- 4.6 Electricity and water
  - 4.6.1 There is no electrical or water connection that is available to the contractor on site and the contractor shall be responsible for providing his own generator and water cart as required.

## 5. SPECIFICATION OF MATERIALS AND WORKMANSHIP:

### 5.1 GENERAL

#### 5.1.1 NEW ESCAPE STAIRS, LANDING & WALKWAY

- i. Type: L-shape, straight stairs with top overrun on landing and walkway
- ii. Dimensions: As per architect's drawings 6850-4669-1
- iii. Basic structural component material: Structural steel members
  - Finish: Hot-dip galvanize to SANS 121
- iv. Stringers: Flat steel plates
- v. Treads: Pressed Steel Vastrap plates.
  - Applied tread surface finish: None
- vi. Landings and walkway: Heavy duty pressed steel walkway mesh inside removable frames bolted on galvanized lipped channel to structural engineer's details.
- vii. Guarding system: Required.
- viii. Fixing to superstructure: To structural engineer's details.
- ix. Accessories: Balustrade and Handrails

#### 5.1.2 BALUSTRADE SYSTEM TO NEW ESCAPE STAIR AND WALKWAY

- i. Dimensions: As per architect's drawings 6850-4669-1
- ii. Uprights: Steel Square Tube Hot-dip galvanize to SANS 121.
- iii. Guarding: Horizontal galvanized steel cables complete with approved accessories, eyebolts and ferrules
- iv. Handrail/ Top rail: Steel Square Tube Hot-dip galvanize to SANS 121.
- v. Height: 1000 mm.
- vi. Other requirements: None.
- vii. Accessories: None required.
- viii. Fixing: As per architect's drawings 6850-4669-1

### 5.2 SYSTEM REQUIREMENTS

#### 5.2.1 DESIGN

- i. Design standard: The following items have been designed to SANS 10160 where applicable: Fire escape stairs.
- ii. Completion of design: Finalize details to meet structural and safety requirements of SANS 10160 and SANS 10400.
- iii. Type of activity/ occupancy category to SANS 10160: 4 (Office and work areas.)

#### 5.2.2 DESIGN OF STAIR SYSTEM TO ESCAPE STAIRS, LANDING & WALKWAY

- i. Structure and associated features: Complete the design in accordance with SANS 10160.
- ii. Structural performance criteria:
  - Dead loads (maximum): As per structural engineer's drawings.
  - Imposed loads (maximum): Activity/ Occupancy loading: As per structural engineer's drawings.
  - Point loads (maximum): As per structural engineer's drawings.
- iii. Other performance criteria: As per structural engineer's drawings.
- iv. Proposals: Submit drawings, technical information, calculations and manufacturers' literature.

#### 5.2.3 DESIGN OF BALUSTRADE AND HANDRAIL SYSTEM

- i. Structure and associated features: Complete the detailed design in accordance with SANS 10160
- ii. Structural performance criteria:
  - Horizontal uniformly distributed line loads on railings (maximum): As SANS 10160.
- iii. Other performance criteria: None.
- iv. Proposals: Submit drawings, technical information, calculations and manufacturers' literature.

### 5.3 PRODUCTS

#### 5.3.1 METAL STAIRS ESCAPE STAIR

- i. Dimensions: As per architect's drawings 6850-4669-1
- ii. Grades of metal:
  - Rectangular hollow steel sections to SANS 657;
  - Square hollow steel sections to SANS 657; and

- Steel plates, sections and flat bars to SANS 1431.
  - iii. Finish: Hot-dip galvanize to SANS 121
  - iv. Other requirements: All joints welded and ground smooth.
  - v. Workmanship: To Section 5.4, 5.5.
  - vi. Assembly connectors: Full welds and mild steel bolts.
  - vii. Accessories: None required.
- 5.3.2            PRESSED METAL TREAD UNIT TO EXTERNAL STEPS
- i. Material: Galvanized Vastrap floor plate.
  - ii. Tread: As per architect's drawings 6850-4669-1.
  - iii. Size: As per architect's drawings 6850-4669-1.
  - iv. Depth: 30mm.
  - v. Accessories: None.
  - vi. Fixing: Bolted to stringers
- 5.3.3            BALUSTRADES TO ESCAPE STAIR
- i. Dimensions: As per architect's drawings 6850-4669-1.
  - ii. Components:
    - Uprights: Steel square tubes as per architect's drawings 6850-4669-1.
    - Infill: Horizontal steel cables complete with approved accessories, eyebolts and ferrules.
    - Handrail/ Top rail: Steel square tubes as per architect's drawings 6850-4669-1.
  - iii. Finish: Hot-dip galvanize to SANS 121
  - iv. Workmanship: Not applicable.
  - v. Fixing: Baseplate to face of string.
- 5.3.4            HANDRAIL TO SIDE WALL OF STAIR
- i. Components:
    - Handrails: Mild steel hollow tube closed at both ends
    - Size: 40 mm diameter.
    - Finish: Prepared and epoxy powder coated - Yellow to match existing handrails.
    - Brackets: Mild steel - Prepared and epoxy powder coated - Yellow to match existing handrails.
    - Type: Elbow bracket exposed spigot fixed.
  - ii. Workmanship:
    - Joinery: Not applicable.
    - Metalwork: To Section 5.4, 5.5.
  - iii. Other requirements: None.
- 5.3.5            STEEL CABLES INFILL TO STAIR BALUSTRADE
- i. Type: Horizontal steel cables at max 100 mm centers.
  - ii. Material: Steel.
  - iii. Finish as delivered: Galvanized
  - iv. Size: As per architect's drawings 6850-4669-1.
  - v. Fixing: With approved accessories, eyebolts and ferrules all galvanized
- 5.3.6            MILD STEEL COMPONENTS
- i. Material: To SANS 1431.
  - ii. Grade: As per Structural Engineers details.
  - iii. Expanded metal grating panels: To SANS 190-1.
  - iv. Finish: Hot-dip galvanize to SANS 121.
  - v. Fixings: Welds to Section 5.4, 5.5.
- 5.4              FABRICATION
- 5.4.1            SUBMITTALS
- i. Shop drawings: Submit.

- 5.4.2 SITE DIMENSIONS
- i. Procedure: Before starting work on designated items take site dimensions, record on shop drawings and use to ensure accurate fabrication.
  - ii. Designated items: All
- 5.4.3 FABRICATION GENERAL
- i. Design: Complete the detailed design and obtain approval prior to commencing fabrication.
  - ii. Shop drawings: Submit.
  - iii. Structural calculations: Submit.
  - iv. Frameworks: Assemble and brace, including temporary members required for installation.
  - v. Contact between dissimilar metals: Avoid.
  - vi. Finished components: Rigid and free from distortion, cracks, burrs and sharp arises.
  - vii. Moving parts: Free moving without binding.
  - viii. Corner junctions of identical sections: Miter.
  - ix. Prefinished metals: Do not damage or alter appearance of finish.
  - x. Fixings: Fully bolt together. Tighten bolts.
  - xi. Temporary support: Do not subject members to non-design loadings.
- 5.4.4 WELDED JOINTS
- i. Preparation: as SANS 9692.
  - ii. Standards:
    - Aluminum alloys: TIG or MIG welding to EN 1011-4.
    - Mild steel: Metal arc welding to EN 1011-1 and -2.
    - Stainless steel: TIG welding to EN 1011-3.
  - iii. Surfaces to be jointed: Clean.
  - iv. Tack welds: Use only for temporary attachment.
  - v. Traces of flux residue, slag and weld spatter: Remove.
  - vi. Surface of welds: Grind smooth.
  - vii. Joints: Fully bonded with no holes or cracks.
- 5.5 EXECUTION
- 5.5.1 EXECUTION GENERAL
- i. Structural members: Do not subject to non-design loading. Do not modify, cut, notch or make unspecified holes.
  - ii. Frameworks: Assemble and brace, including temporary members required for installation.
    - Temporary support: Do not use access systems as temporary support or strutting for other work.
  - iii. External durability of fastenings: Corrosion resistant material or with a corrosion resistant finish.
  - iv. Bolted joints:
    - Contact between dissimilar metals: Avoid.
    - Bolts and washers: Select types, sizes and quantities of fasteners or packing's and spacing's to retain supported components without distortion or loss of support.
  - v. Welded joints: Standards:
    - Aluminum alloys: TIG or MIG welding to EN 1011-4.
    - Mild steel: Metal arc welding to EN 1011-1 and -2.
    - Stainless steel: TIG welding to EN 1011-3.
    - Surfaces to be jointed: Clean.
    - Tack welds: Use only for temporary attachment.
    - Traces of flux residue, slag and weld spatter: Remove.
    - Surface of welds: Grind smooth.
    - Joints: Fully bonded with no holes or cracks.
  - vi. Finished components:
    - Free: From distortion, cracks, burrs and sharp arises.
    - Corner junctions of identical sections: Miter.
    - Handrails: Smooth and continuous, with no sharp edges.
    - Temporary support: Do not use stairs, walkways or balustrades as temporary support or strutting for other work.

- 5.5.2 INSTALLATION GENERAL
  - i. Install items: plumb and level.
  - ii. Fasteners and methods of fixing: To section 5.7.
  - iii. Structural members: Do not modify, cut, notch or make holes in structural members, except as indicated on drawings.
  - iv. Temporary support: Do not use stairs, walkways or balustrades as temporary support or strutting for other work.
- 5.5.3 PRIMING/ SEALING/ PAINTING
  - i. Surfaces inaccessible after assembly/ installation: Before fixing components, apply full protective/decorative treatment/ coating system.
- 5.5.4 CORROSION PROTECTION OF DISSIMILAR MATERIALS
  - i. Components/ substrates/ fasteners of dissimilar materials: Isolate using washers/ sleeves or other suitable means to separate materials to avoid corrosion and/ or staining.
- 5.5.5 ANCHORING
  - i. Fixing positions: Coordinate location of holding down bolts and wall fixings with services fixing positions.
- 5.6 COMPLETION
- 5.6.1 CLEANING
  - i. General: Clean surfaces and wipe down finishes.
- 5.6.2 RECORD DOCUMENTATION
  - i. Provide to the Municipal representative the following information to be included within the Construction Record documentation set:
    - Contact details for subcontractors and suppliers.
    - Record drawings: Submit.
- 5.7 FIXINGS AND ADHESIVES (WHERE APPLICABLE)
- 5.7.1 PRODUCTS
- 5.7.1.1 FASTENERS GENERAL
  - i. Materials: To have:
    - Bimetallic corrosion resistance appropriate to items being fixed.
    - Atmospheric corrosion resistance appropriate to fixing location.
  - ii. Appearance: Submit samples on request.
- 5.7.1.2 PACKINGS
  - i. Materials: Non-compressible, corrosion proof.
  - ii. Area of packings: Sufficient to transfer loads.
- 5.7.1.3 NAILED TIMBER FASTENERS
  - i. Nails:
    - Steel: To SANS 820 or EN 10230-1.
- 5.7.1.4 MASONRY FIXINGS
  - i. Light duty: Plugs and screws.
  - ii. Heavy duty: Expansion anchors or chemical anchors.
- 5.7.1.5 PLUGS
  - i. Type: Proprietary types to suit substrate, loads to be supported and conditions expected in use.
- 5.7.1.6 ANCHORS
  - i. Types:
    - Expansion: For use in substrate strong enough to resist forces generated by expansion of anchor.
    - Adhesive or chemical:
      - For use in substrate where expansion of anchor would fracture substrate.



For use in irregular substrate where expansion anchors cannot transfer load on anchor.

- Cavity: For use where the anchor is retained by toggles of the plug locking onto the inside face of the cavity.

#### 5.7.1.7 WOOD SCREWS

- i. Type:
  - Wood screws (traditional pattern).  
Standard: To SANS 1171.
  - Wood screws.  
Pattern: Parallel, fully threaded shank or twin thread types.
- ii. Washers and screw cups: Where required are to be of same material as screw.

#### 5.7.1.8 MISCELLANEOUS SCREWS

- i. Type: To suit the fixing requirement of the components and substrate.
  - Pattern: Self-tapping, metallic drive screws, or power-driven screws.
- ii. Washers and screw cups: Where required to be of same material as screw.

#### 5.7.1.9 ADHESIVES GENERAL

- i. Standards:
  - Hot-setting phenolic and amino plastic: To SANS 1349.
  - Thermosetting wood adhesives: To EN 12765.
  - Polyvinyl acetate thermoplastic adhesive: To SANS 13484071.

#### 5.7.1.10 POWDER ACTUATED FIXING SYSTEMS

- i. Types of fastener, accessories and consumables: As recommended by tool manufacturer.

### 5.7.2 EXECUTION

#### 5.7.2.1 FIXING GENERAL

- i. Integrity of supported components: Select types, sizes, quantities and spacings of fixings, fasteners and packings to retain supported components without distortion or loss of support.
- ii. Components, substrates, fixings and fasteners of dissimilar metals: Isolate with washers/ sleeves to avoid bimetallic corrosion.
- iii. Appearance: Fixings to be in straight lines at regular centers.

#### 5.7.2.2 FIXING THROUGH FINISHES

- i. Penetration of fasteners and plugs into substrate: To achieve a secure fixing.

#### 5.7.2.3 FIXING PACKINGS

- i. Function: To take up tolerances and prevent distortion of materials and components.
- ii. Limits: Do not use packings beyond thicknesses recommended by fixings and fasteners manufacturer.
- iii. Locations: Not within zones to be filled with sealant.

#### 5.7.2.4 FIXING CRAMPS

- i. Cramp positions: Maximum 150 mm from each end of frame sections and at 600 mm maximum centers.
- ii. Fasteners: Fix cramps to frames with screws of same material as cramps.
- iii. Fixings in masonry work: Fully bed in mortar.

#### 5.7.2.5 NAILED TIMBER FIXING

- i. Penetration: Drive fully in without splitting or crushing timber.
- ii. Surfaces visible in completed work: Punch nail heads below wrot surfaces.
- iii. Nailed timber joints: Two nails per joint (minimum), opposed skew driven.

#### 5.7.2.6 SCREW FIXING

- i. Finished level of countersunk screw heads:
  - Exposed: Flush with timber surface.
  - Concealed (holes filled or stopped): Sink minimum 2 mm below surface.

5.7.2.7 PELLETED COUNTERSUNK SCREW FIXING

- i. Finished level of countersunk screw heads: Minimum 6 mm below timber surface.
- ii. Pellets: Cut from matching timber, match grain and glue in to full depth of hole.
- iii. Finished level of pellets: Flush with surface.

5.7.2.8 USING POWDER ACTUATED FIXING SYSTEMS

- i. Operatives: Trained and certified as competent by tool manufacturer.

5.7.2.9 APPLYING ADHESIVES

- i. Surfaces: Clean. Adjust regularity and texture to suit bonding and gap filling characteristics of adhesive.
  - Support and clamping during setting: Provide as necessary. Do not mark surfaces of or distort components being fixed.
- ii. Finished adhesive joints: Fully bonded. Free of surplus adhesive.

## **6. GUARANTEE:**

- 6.1 The latent defects guarantee period shall commence on Final Completion and shall be 12 months.
- 6.2 All repairs are to be in accordance to the specifications in this document.
- 6.3 The contractor shall do his utmost to protect the works and plant material from vandalism prior to hand over. Any such damage shall be for the contractor's account.

## **6. DELIVERIES:**

- 7.1 The works and material are required to be delivered in Worcester, Western Cape

## **7. COMMENCEMENT OF THE WORKS:**

- 8.1 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.

## **8. COMPLETION PERIOD:**

- 9.1 Works shall be completed within six (6) weeks from commencement date.
- 9.2 The bidder shall submit a detailed construction schedule to the client, which will form part of the contract documents. Variations from the construction schedule (if needed) shall be mutually agreed upon between the successful bidder and the relevant Municipal representative.

## **9. NON-PERFORMANCE & PENALTIES:**

- 10.1 In the event of that the Contractor is in default in the form of non-performance of its obligations in term of this Agreement, the Contractor shall be liable for any loss or damages caused to a third party, unless such non-performance is caused by an occurrence beyond the reasonable control of the Contractor, such as accidents, theft, vandalism, force majeure etc.
- 10.2 The successful contractor must finish the project in the maximum period of six (6) weeks from the commencement date of the works. Failure to complete the project within the stipulated timeframe will attract penalty of 1 % of the tendered amount per day, for everyday the project is late.
- 10.3 Records of failing to honour the contractual obligations shall be kept and used for the purposes of evaluating future quotations and tenders.

## **10. PAYMENT TERMS:**

Payment will only be made upon full completion of the project. No interim payments will be made.

## **11. HOURS OF WORK:**

- i. The Municipal representative will be available from Monday to Friday during normal business hours to inspect Contractor work and to provide assistance with Contractor issues.
- ii. Except in case of emergency or unless otherwise approved by the Municipal representative, the normal hours of work shall occur between 7:45 a.m. and 16:30 p.m.
- iii. No claim will be entertained for the working of unauthorized overtime, disruption, out of sequence activities, additional supervision and/ or plant which might be necessary to achieve the completion dates.

## **12. SPECIAL CONDITIONS:**

- 12.1 A compulsory site meeting will be required to assess the extent of the project scope and expenditure for quotation purposes.
- 12.2 No sub-contracting will be permitted, except for galvanizing services.
- 12.3 The successful Contractors shall be responsible for the measurement and calculation of all the necessary materials and labour required for the execution of the works.
- 12.4 Invoices shall be paid within 30 days from receipt of correct invoice and statement, after the works have been certified to be in order. No progress (part) payments shall be done. Before a payment is made, an inspection will be done and the works must be deemed to satisfy the technical specifications and the requirements of the municipality.
- 12.5 The successful contractor shall always practice safe working habits and create safe working conditions for his/her workers, occupants of the various sites and authorized agents or staff visiting the site. Protective clothing shall be worn when executing work. The municipality shall be indemnified against any losses, injury to employees, staff-members, occupants and/or any other person, and against damages of whatsoever nature to own property or that of third parties, while executing the works on behalf of the municipality. Any damages to the existing working area or its content, arising from the implementation of this project will be for the account of the contractor.
- 12.6 The successful contractor shall be responsible for the safe guard costs of the work teams (including any security measures).
- 12.7 The successful contractor shall be responsible for all costs in the event of loss and damage of its own tools and equipment in the execution of tasks / activities during the project period
- 12.8 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 licensed compensation insurer, from either the tenderer'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.
- 12.9 No payment shall be made on incomplete works or poor workmanship. All workmanship shall have a guarantee of 12 months.

## **13. MEASUREMENT AND PAYMENT:**

Except where otherwise specified in the specifications or in the preamble to the schedule, all items in the schedule shall be measured and shall cover the operation as specified. Summative costs in the schedule of quantities shall cover the Supplier's direct and overhead cost and profit and all other costs of complying with the obligations, liabilities, risks and requirements associated with such item.

## **14. PRICING INSTRUCTIONS:**

The bidders pricing shall include all the relevant aspects.....  
All rates/unit prices to be excluding of Value-Added Tax @ 15%

## 15. BILL OF QUANTITIES – SCHEDULE ITEMS:

SCHEDULE A: PRELIMINARY AND GENERAL  
SCHEDULE B: CONSTRUCTION WORKS  
SUMMARY

## 16. LOCATION & ACCESS ROADS:

The physical location of the project site is Erf 19936, Mark St, Worcester, Western Cape, Coordinates: Lat. -33.6371945 and Long. 19.4481710 (see figure 1 below)



## 17. DRAWINGS

A full set of drawings, reference number 6850-4669-1 are available from “Bouplan Argitektuur”, 35 Church St, Worcester, Western Cape or at telephone number 023 347 2107 at a fee determined by themselves.

Drawings in this document are not to scale, all measurements are in (mm) millimetre or where else stated and text in “Afrikaans”, English translation available on request from Architect.

All measurements must be verified on-site.

BILL OF QUANTITIES						
SCHEDULE A: PRELIMINARY AND GENERAL						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	Contract Detail or Applicable Standard	<b>SCHEDULE A: PRELIMINARY AND GENERAL</b>				
A.1		<b>FIXED-CHARGE ITEMS</b>				
A.1.1		Contractual Requirements	Sum	1		
		Facilities for Contractor				
A.1.4		a) Offices and storage shed	Sum	1		
A.1.5		b) Workshop	Sum	1		
A.1.6		c) Laboratories	Sum	1		
A.1.7		d) Living accommodation and latrine facilities	Sum	1		
A.1.8		e) Ablution	Sum	1		
A.1.9		f) Tools and equipment	Sum	1		
A.1.10		g) Water supplies, electrical power and communication facilities	Sum	1		
A.1.11		h) Dealing with water	Sum	1		
A.1.12		i) Access	Sum	1		
A.1.13		Other fixed-charge obligations (Specify) ..... ..... .....	Sum	1		
A.1.14		Removal of site establishment on completion of works	Sum	1		
A.1.15		Health and safety plan - submit for approval	Sum	1		
A.2		<b>TIME-RELATED ITEMS</b>				
A.2.1		Contractual requirements	Sum	1		
A.2.2		Operation and maintenance of facilities on site	Sum	1		
		Facilities for Structural Engineer				
A.2.3		a) Nameboards	No	1		
A.2.4		b) Carport	No	1		
TOTAL CARRIED FORWARD						R -

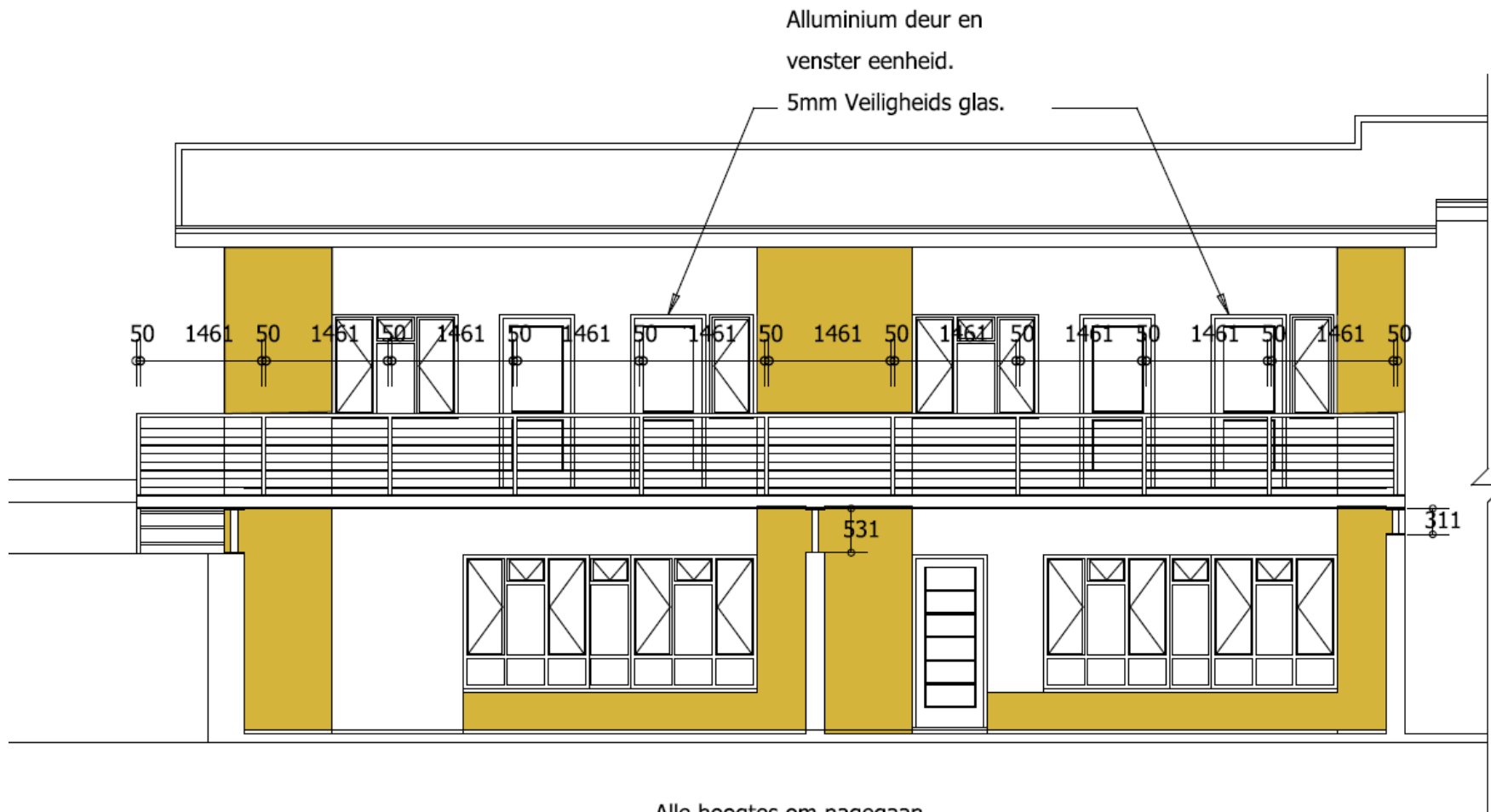
BILL OF QUANTITIES						
SCHEDULE A: PRELIMINARY AND GENERAL						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
BROUGHT FORWARD						R -
		Facilities for Contractor for duration of Contract				
A.2.5		a) Offices and storage shed	Sum	1		
A.2.6		b) Workshop	Sum	1		
A.2.7		c) Laboratories	Sum	1		
A.2.8		d) Living accommodation and latrine facilities	Sum	1		
A.2.9		e) Ablution	Sum	1		
A.2.10		f) Tools and equipment	Sum	1		
A.2.11		g) Water supplies, electrical power and communication facilities	Sum	1		
A.2.12		h) Dealing with water	Sum	1		
A.2.13		i) Access	Sum	1		
A.2.14		Other time-related obligations (Specify) ..... ..... .....	Sum	1		
A.2.15		Supervision	Sum	1		
A.2.16		Company and Head office overhead costs	Sum	1		
A.2.17		Implementation and adherence to the Occupational Health and Safety Act	Sum	1		
A.2.18		Environmental Control	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						R -

BILL OF QUANTITIES						
SCHEDULE B: CONSTRUCTION WORKS						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
	Contract Detail or Applicable Standard	<p><b>SCHEDULE B: CONSTRUCTION WORKS</b></p> <p><b>TENDERERS ARE TO NOTE THAT THE FOLLOWING DOCUMENTS ARE TO BE READ IN CONJUNCTION WITH THIS BILL OF QUANTITIES. NO CLAIMS IN MISINTERPRETATION OF THESE SPECIFICATIONS AND DRAWINGS WILL BE ENTERTAINED</b></p> <p><b>SPECIFICATION:</b> SPECIFICATION OF MATERIALS AND WORKMANSHIP ITEM 5, PAGE 21 - 26</p> <p><b>DRAWINGS:</b> DRAWINGS 6850-4669-1, PAGE 34 - 43</p>				
B.1		Supply, delivery and off-load of all steel products and components as per specifications, drawings and on-site measurements.	Sum	1		
B.2		Fabrication of the emergency escape staircase, walkway, handrails and balustrades to specifications, drawings and SANS 10160.	Sum	1		
B.3		Hot-dip galvanize of all steel products and components in accordance with SANS 121. No fabrication will be allowed after this stage, contractors to take special precautions as not to damage any galvanized surfaces hereafter.	Sum	1		
B.4		Assemble and install of final product on site to specifications, drawings and the satisfaction of the Municipal representative including site clearance on completion of works.	Sum	1		
B.5		Submit Record Documentation on completion of works.	Sum	1		
TOTAL CARRIED FORWARD TO SUMMARY						R -

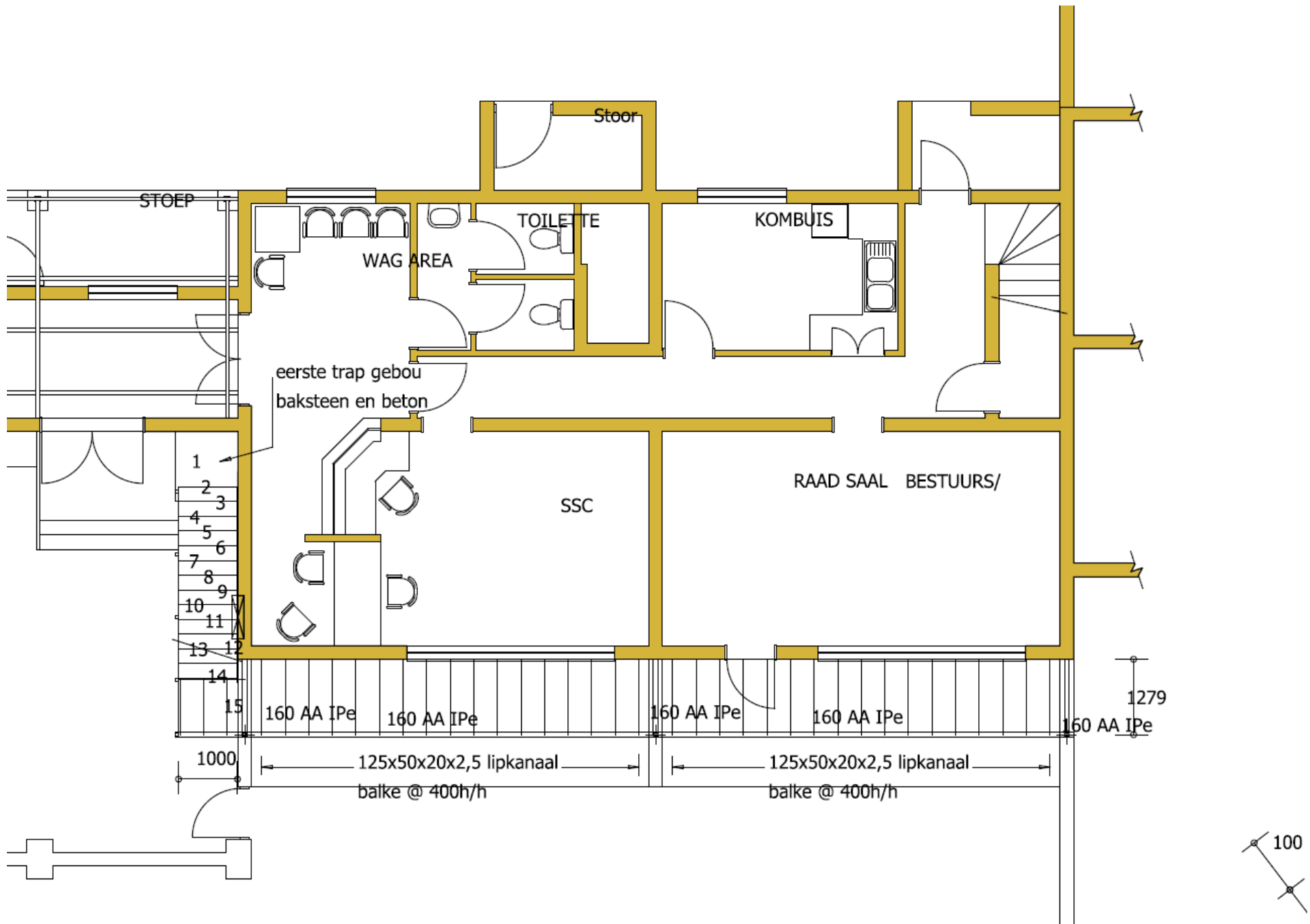


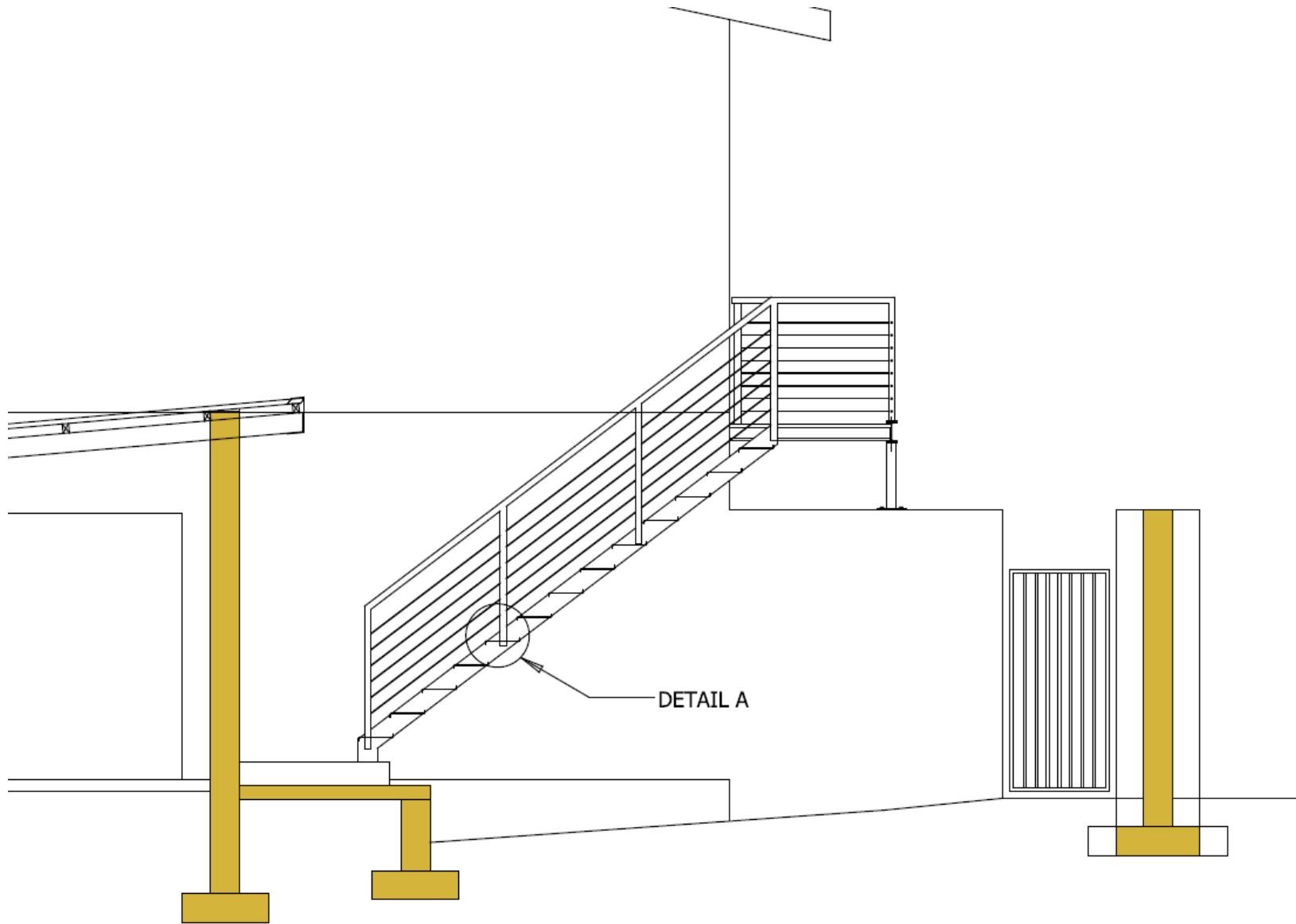
**SUMMARY OF SECTIONS**

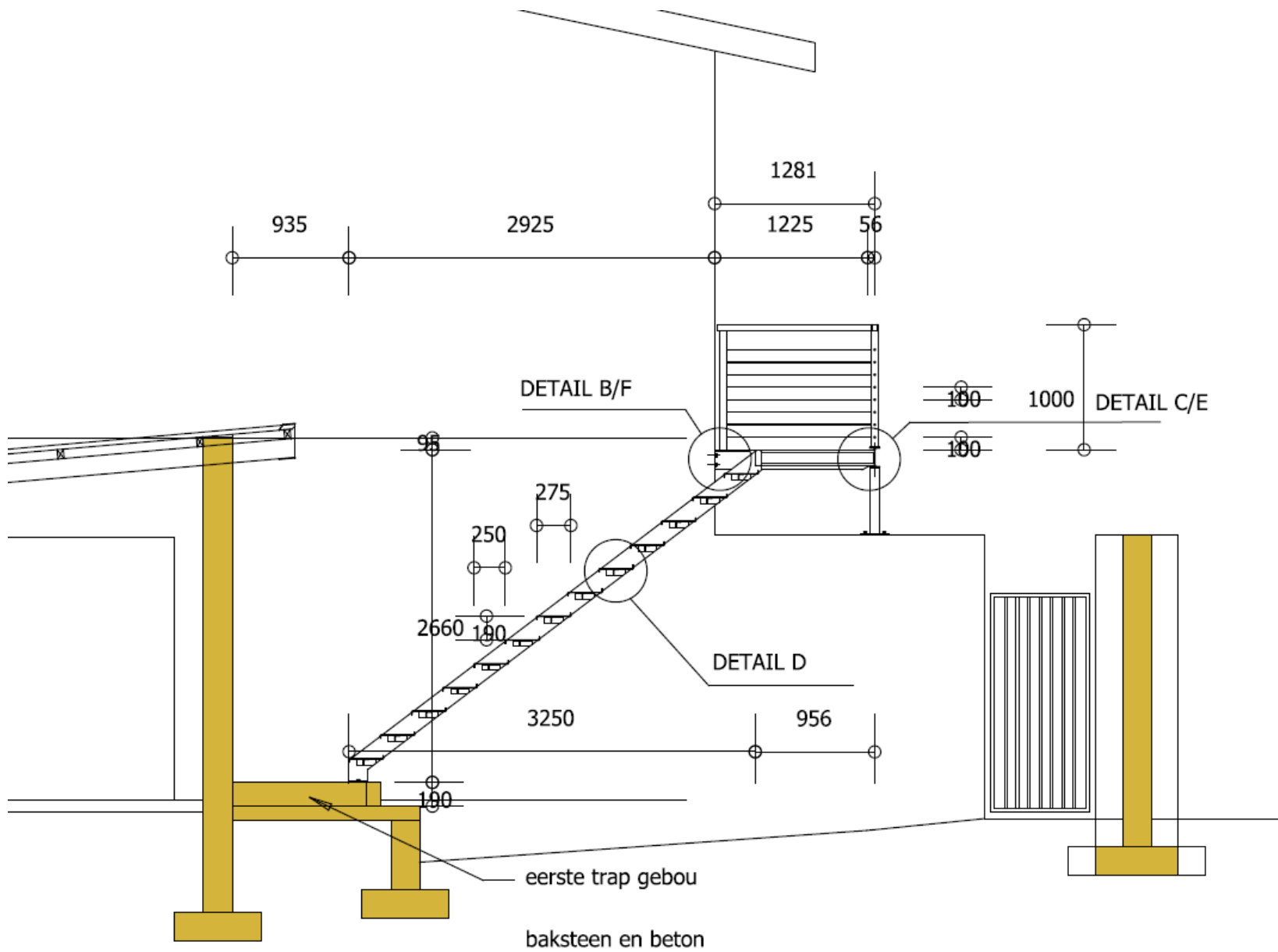
SECTION:	AMOUNT R
SCHEDULE A: PRELIMINARY AND GENERAL	
SCHEDULE B: CONSTRUCTION WORKS	
SUB - TOTAL	
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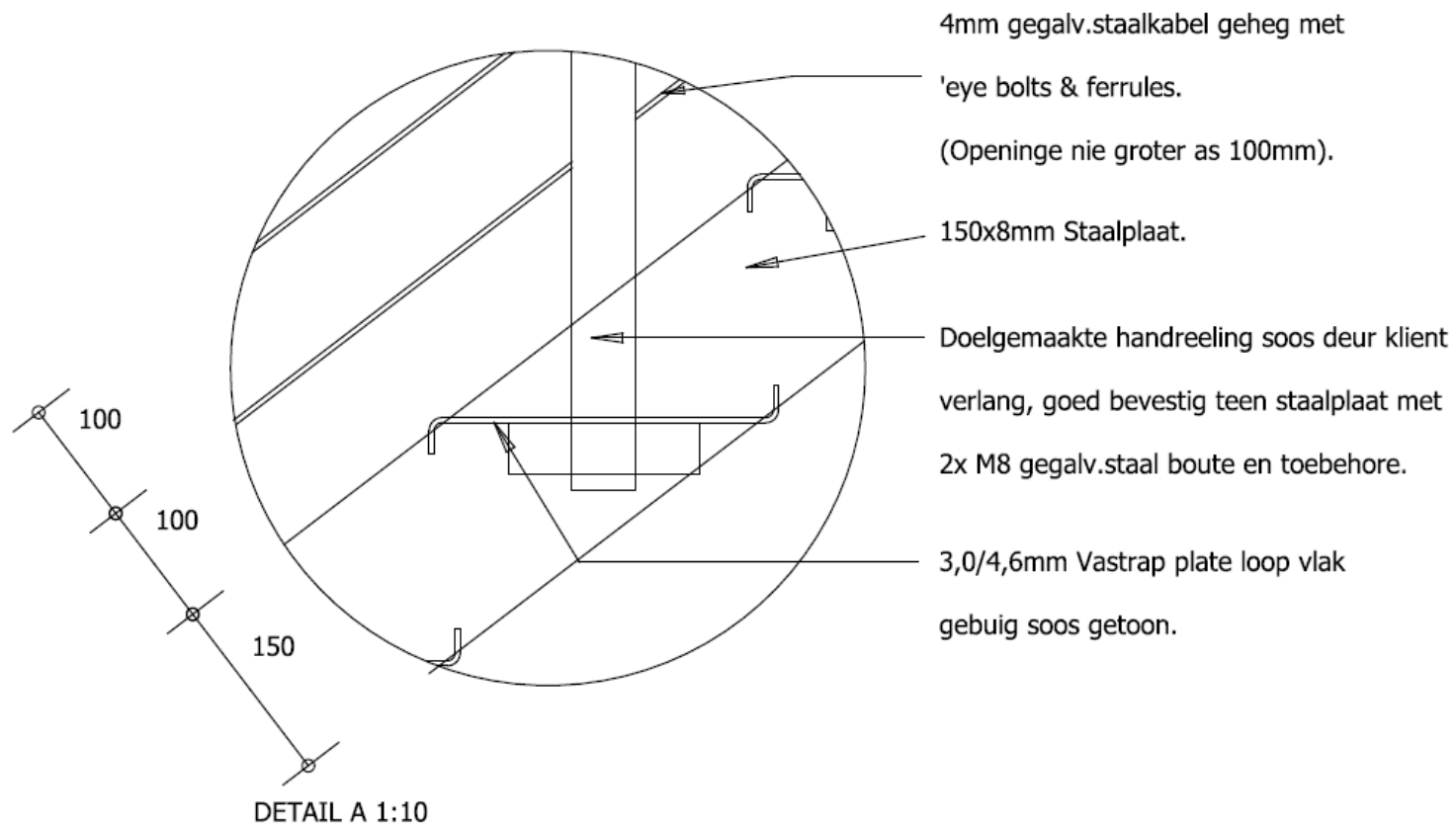


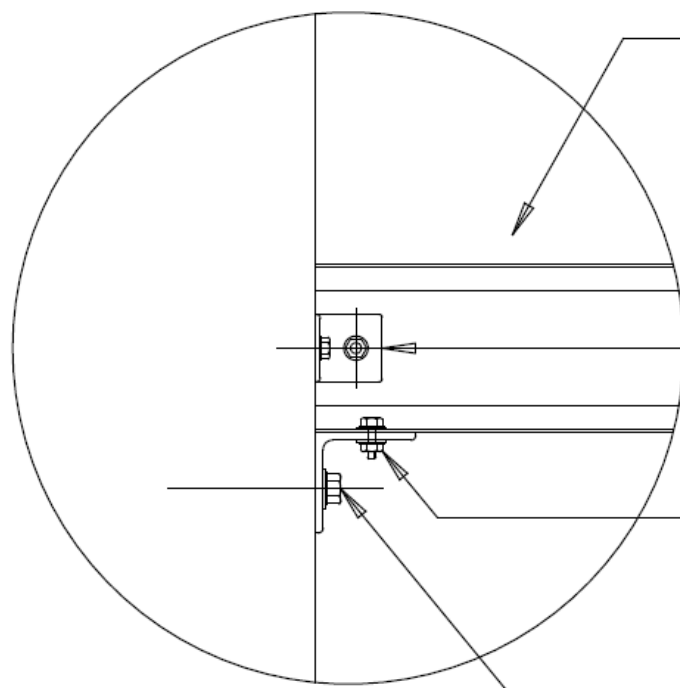
Alle hoogtes om nagegaan  
te word op terrein.











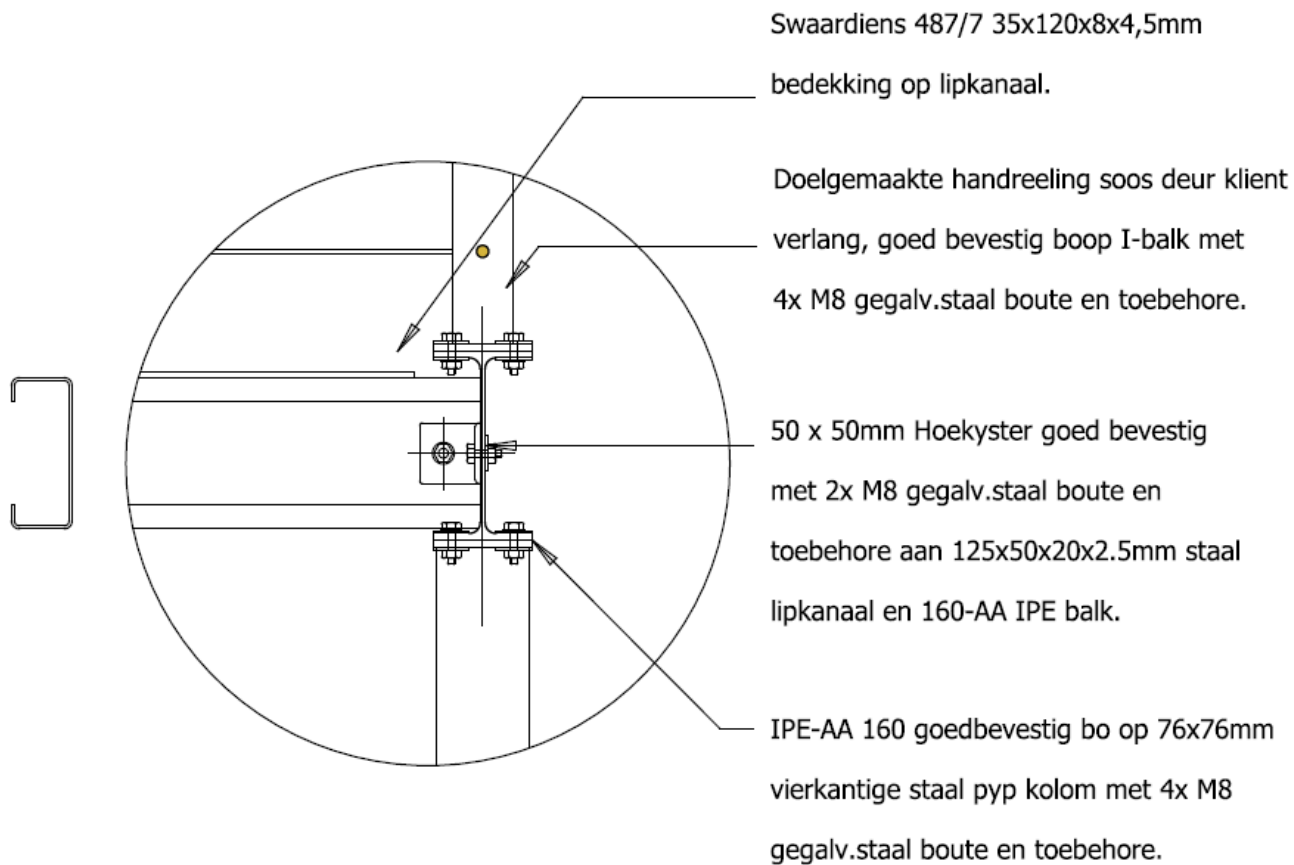
Swaardiens 487/7 35x120x8x4,5mm  
bedekking op lipkanaal.

50 x 50mm Hoekyster goed bevestig  
met 2x M8 gegalv.staal boute en  
toebehore aan lipkanaal en muur.

125x50x20x2.5mm Staal Lipkanaal  
aan hoekyster geheg met M10 gegalv.  
staal boute en toebehore soos getoon.

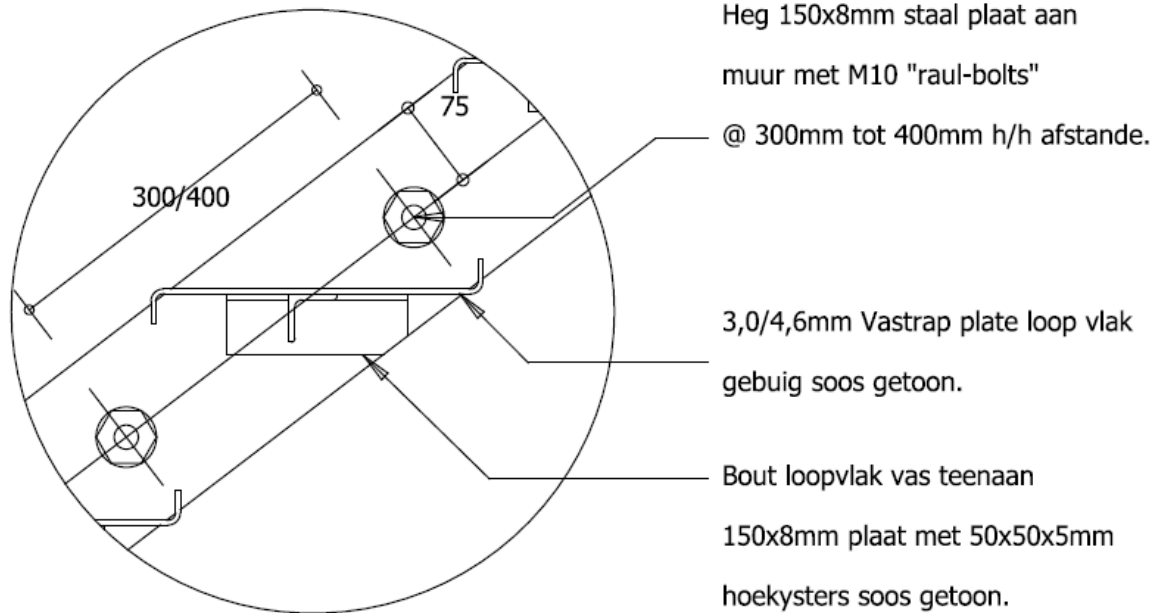
75x75x5mm staal hoekyster teen aan  
muur geheg met M10 "raul-bolts"  
@ 300mm h/h afstande.

DETAIL B 1:10

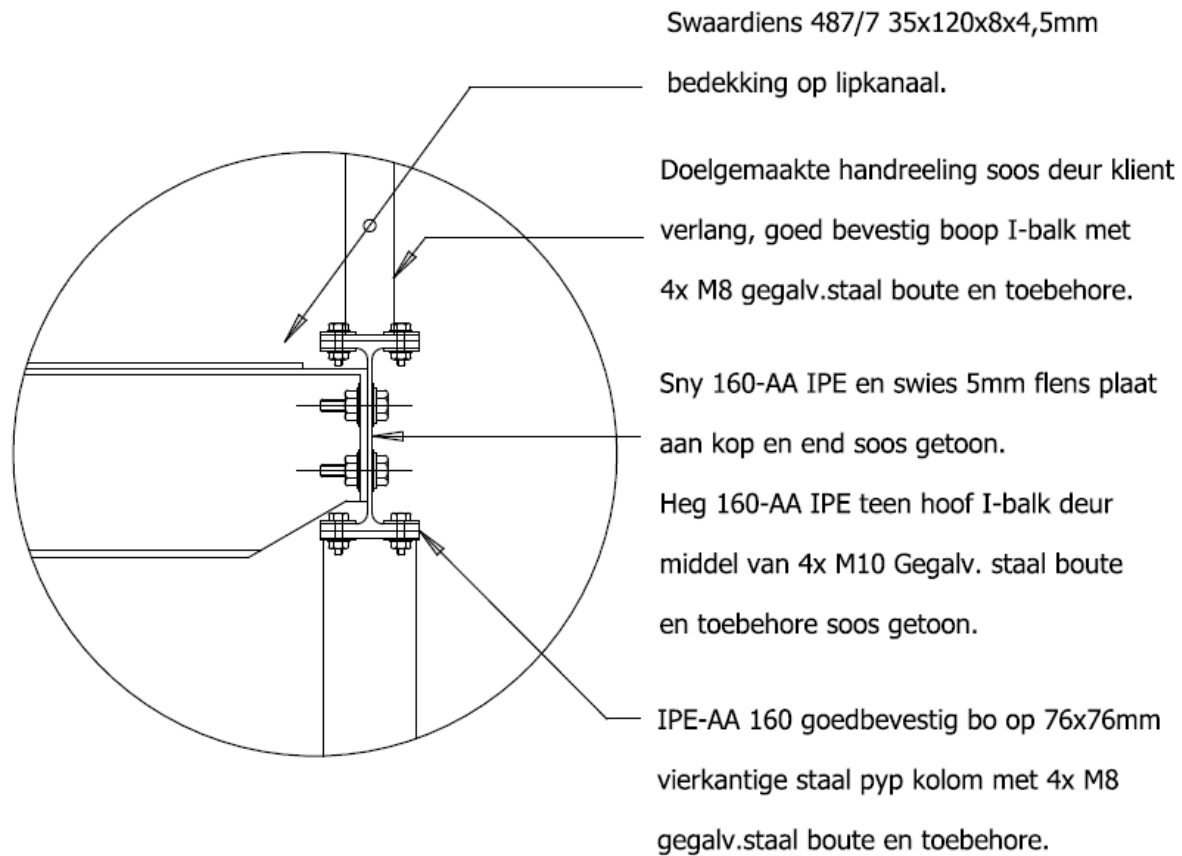


DETAIL C 1:10

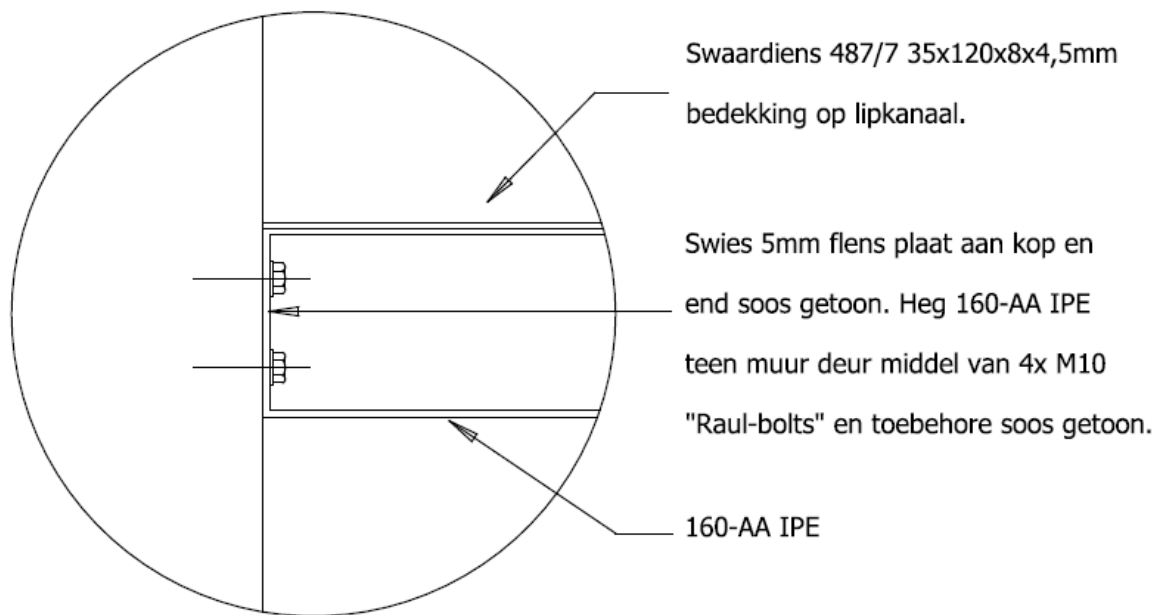




DETAIL D 1:10



DETAIL E 1:10



DETAIL F 1:10

## 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.

- 82 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.
- 83 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.
- 84 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.
- 85 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.
- 86 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.
- 87 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.
- 88 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**
- 91 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.
- 92 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.

- 155 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**
- 161 The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 162 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.
- 163 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.
- 164 Payment will be made in Rand unless otherwise stipulated.
- 17. Prices**
- 171 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**
- 181 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**
- 191 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**
- 201 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**
- 211 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.
- 212 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.
- 213 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.
- 214 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.

215 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**

221 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**

231 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.

232 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.

233 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.

234 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.

235 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.

236 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.

- 274 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**

- 281 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**

- 291 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**

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

**31. Notices**

- 311 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.
- 312 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**

- 321 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 322 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 323 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.
- 324 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

**33. Transfer of contracts**

- 331 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

**34. Amendment**

- 341 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**

351 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.

352 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.

353 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.

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