REQUEST FOR FORMAL WRITTEN PRICE QUOTATION
Requirements between R 30,000 (incl VAT) and R 200,000 (incl VAT)

QUOTATION NUMBER: BK0078 (DIC0024652)

QUOTATION TITLE: NEW KITCHENETTE AT POLITICAL WING GROUND FLOOR, CIVIC CENTRE, PAARL.

CLOSING DATE AND TIME: 26 APRIL 2018 AT 10:00

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>TOTAL BID PRICE (EXCL VAT)</th>
<th>RETENSION OF 5% APPLICABLE FOR THREE MONTHS</th>
</tr>
</thead>
</table>

ISSUED BY:
Department: Financial Services
Supply Chain Management Division
Civic Centre, 2nd floor
PAARL

CONTACT FOR TECHNICAL ENQUIRIES:
Ludwick Layman
Engineering: Building
Infrastructure
021 – 807 6207 / 0725868243
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3. Declaration of interest (MBD 4)
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PART A: REQUIREMENTS IN TERMS OF REGULATORY FRAMEWORK
# DETAILS OF BIDDER (THE FOLLOWING PARTICULARS MUST BE FURNISHED)

<table>
<thead>
<tr>
<th>Name of firm / entity / enterprise</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Trading as (if different from above)</td>
<td></td>
</tr>
<tr>
<td>Drakenstein supplier database registration number</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Postal address of enterprise</th>
<th>Line 1: ____________________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Line 2: ____________________________________________</td>
</tr>
<tr>
<td></td>
<td>Town/city________________________ Postal code:_________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Physical address of enterprise</th>
<th>Line 1: ____________________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Line 2: ____________________________________________</td>
</tr>
<tr>
<td></td>
<td>Town/city________________________________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B-BBEE Status level verification certificate</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>[Tick applicable box]</td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>B-BBEE Status Level Sworn Affidavit [Tick applicable box]</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Are you the Accredited Representative in South Africa for the goods/services/works offered?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>[If yes, enclose proof]</td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Are you a foreign based supplier for the goods/services/works offered?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>[If yes, answer part B:3]</td>
<td></td>
</tr>
<tr>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact details of the person signing the bid, being duly authorised to do so:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:_________________________________________________________________</td>
<td></td>
</tr>
<tr>
<td>Telephone:____________________ Fax:______________________________</td>
<td></td>
</tr>
<tr>
<td>Cellular telephone:____________________________________________________</td>
<td></td>
</tr>
<tr>
<td>E-mail address:________________________________________________________</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact details of the senior manager responsible for overseeing contract performance:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:_________________________________________________________________</td>
<td></td>
</tr>
<tr>
<td>Telephone:____________________ Fax:______________________________</td>
<td></td>
</tr>
<tr>
<td>Cellular telephone:______________________________________________________</td>
<td></td>
</tr>
<tr>
<td>Company income tax number</td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td></td>
</tr>
<tr>
<td>Tax Compliance Status System PIN issued by SARS</td>
<td></td>
</tr>
<tr>
<td>CSD registration number</td>
<td></td>
</tr>
<tr>
<td>VAT registration number</td>
<td></td>
</tr>
<tr>
<td>Company registration number</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Banking details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of account holder: ____________________________</td>
</tr>
<tr>
<td>Name of bank: ____________________________</td>
</tr>
<tr>
<td>Account number: ____________________________</td>
</tr>
<tr>
<td>Branch code: ____________________________</td>
</tr>
</tbody>
</table>
## TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION

1.1. **BID SUBMISSION**

   Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.

1.2. **All bids must be submitted on the official forms provided – (not be re-typed) or online.**

1.3. The 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.

### 2. TAX COMPLIANCE REQUIREMENTS

2.1. Bidders must ensure compliance with their tax obligations.

2.2. Bidders are required to submit their unique person identification number (pin) issues by SARS to enable the organ of state to view the taxpayer’s profile and tax status.

2.3. Application for the tax compliance status (TCS) certificate or pin may also be made via E-filing. In order to use this provision, taxpayers will need to register with SARS as E-filers through the website: [www.sars.gov.za](http://www.sars.gov.za).

2.4. Foreign suppliers must complete the pre-award questionnaire in Part B:3.

2.5. Bidders may also submit a printed TCS certificate together with the bid.

2.6. In bids where consortia/joint ventures/sub-contractors are involved, each party must submit a separate TCS certificate/pin/CSD number.

2.7. Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.

### 3. TAX COMPLIANCE REQUIREMENTS

3.1. **Is the entity a resident of the Republic of South Africa (RSA)?**

   - [ ] YES  [ ] NO

3.2. **Does the entity have a branch in the RSA?**

   - [ ] YES  [ ] NO

3.3. **Does the entity have a permanent establishment in the RSA?**

   - [ ] YES  [ ] NO

3.4. **Does the entity have any source of income in the RSA?**

   - [ ] YES  [ ] NO

3.5. **Is the entity liable in the RSA for any form of taxation?**

   - [ ] YES  [ ] NO

If the answer is “NO” to all of the above, then 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.
NB: Failure to provide any of the above particulars may render the bid invalid. No bids will be considered from persons in service of the state.

Signature of bidder: ..........................................................

Capacity under which this bid is signed: ..........................................................

Date: ..........................................................
YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF DRAKENSTEIN MUNICIPALITY

Quotation number: BK0078 (DIC0024652)

Quotation title: New kitchenette at Political Wing, Ground floor, Civic Centre, Paarl.

Site meeting: A compulsory site meeting will be held at Civic Centre, Bergriver Boulevard, Paarl on 19 April 2018 which will promptly start at 10:00. Bidders that fail to attend the compulsory site meeting or attend the meeting 15 minutes later than the starting time of the meeting and without bid documentation, WILL be disqualified.

Closing date and time for bid submissions: 26 April 2018 at 10:00.

Bid documents can be obtained from the Supply Chain Management Unit, Civic Centre, 2nd floor, Berg River Boulevard, Paarl during office hours between 14:00 and 16:00. A non-refundable fee of R19-40 is payable to Drakenstein Municipality. Alternatively, the bid documents can be downloaded from our website at www.drakenstein.gov.za by following the Supply Chain Management link.

Enquiries can be directed as follows:

<table>
<thead>
<tr>
<th>Type of enquiry</th>
<th>Contact person</th>
<th>Tel no</th>
<th>Email address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidding procedures and documents</td>
<td>Nazley Lategan</td>
<td>(021) 807 6246</td>
<td><a href="mailto:nazley@drakenstein.gov.za">nazley@drakenstein.gov.za</a></td>
</tr>
<tr>
<td>Technical enquiries</td>
<td>Ludwick Layman</td>
<td>(021) 807 6207</td>
<td><a href="mailto:ludwick.layman@drakenstein.gov.za">ludwick.layman@drakenstein.gov.za</a></td>
</tr>
</tbody>
</table>

Bidders must be registered with the Construction Development Board (CIDB) and must have a contractor grading of 1GB or higher. Registration with the Building Industry Bargaining Council (BIBC) is compulsory.

Bids may only be submitted on the bid documentation provided by the municipality and must remain valid for 60 days after bid closing.

**Bids must be submitted in a sealed envelope. The quotation number and quotation title must appear on the outside of the envelope. Bidders that fail to adhere to this requirement, will be disqualified at the bid opening.**

Bids must be deposited in the quotation box, located at the entrance of the Municipal Offices of Drakenstein Municipality, Civic Centre, Ground floor, Berg River Boulevard, Paarl, by no later than the date and time as specified above. This quotation box is open from Mondays to Thursdays between 07h45 and 17h00 and on Fridays between 07h45 and 15h45. Telegraphic, telephonic, telex, facsimile, e-mail and late bids will not be accepted.

Bids will be opened in public in the Small Committee Room at the Civic Centre, 1st floor Berg River Boulevard, Paarl at 10h15. The lowest, only or any bid shall not necessarily be accepted and the municipality reserves the right to accept any part of the bid or to withdraw the invitation to bid.

This bid shall be evaluated on the 80/20 preference points system as prescribed by the Preferential Procurement Regulations 2017 (government gazette no. 40553).

Prospective bidders must familiarise themselves with the content of Drakenstein Municipality’s Supply Chain Management Policy and must be registered on the municipality’s supplier database if they wish to conduct business with the municipality. The General Condition of Contract for Construction Works will apply.

DR J LEIBBRANDT
CITY MANAGER
DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

1.2 Identity Number: .................................................................................................................

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

1.4 Company Registration Number: ............................................................................................

1.5 Tax Reference Number: ......................................................................................................

1.6 VAT Registration Number: ..................................................................................................

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

1.8 Are you presently in the service of the state? YES □ / NO □

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

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

1.9 Have you been in the service of the state for the past twelve months? YES □/ NO □

3.9.1 If yes, furnish particulars.................................................................................................

¹MSCM Regulations: “in the service of the state” means to be –
(a) a member of –
   (i) any municipal council;
   (ii) any provincial legislature; or
   (iii) the national Assembly or the national Council of provinces;
(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.
1.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

YES □ / NO □

If yes, furnish particulars: ………………………………………………………………………………………………………………………………
………………………………………………………………………………………………………………………………………………………………………………

1.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

YES □ / NO □

If yes, furnish particulars: ………………………………………………………………………………………………………………………………
………………………………………………………………………………………………………………………………………………………………………………

1.12 Are any of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES □ / NO □

If yes, furnish particulars: ………………………………………………………………………………………………………………………………
………………………………………………………………………………………………………………………………………………………………………………

1.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in service of the state?

YES □ / NO □

If yes, furnish particulars: ………………………………………………………………………………………………………………………………
………………………………………………………………………………………………………………………………………………………………………………

1.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?

YES □/ NO □

If yes, furnish particulars: ………………………………………………………………………………………………………………………………
………………………………………………………………………………………………………………………………………………………………………………
2. Full details of directors / trustees / members / shareholders.

<table>
<thead>
<tr>
<th>Name of director / trustees / members / shareholders in the company</th>
<th>Identity number of director / trustees / members / shareholders in the company</th>
<th>Person’s current place of employment</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

............................................. .............................................
Signature Date
............................................. .............................................
Capacity Name of Bidder
MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution


1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R 50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R 50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated not to exceed R 50 000 000 (all applicable taxes included) and therefore the 80/20 points system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

1.3.1.1 PRICE

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>80</td>
</tr>
</tbody>
</table>

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

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

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

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

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

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

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

\[
P_s = 80\left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right) \quad \text{or} \quad P_s = 90\left(1 - \frac{P_t - P_{\text{min}}}{P_{\text{min}}}\right)
\]

Where

Ps = Points scored for comparative price of bid under consideration
Pt = Comparative price of bid under consideration
Pmin = Comparative price of lowest acceptable bid
5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EME’s with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the
person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. **BID DECLARATION**

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

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

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

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

8 **SUB-CONTRACTING**

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

8.1.1 If yes, indicate:
(i) what percentage of the contract will be subcontracted? ……………………….%

(ii) the name of the sub-contractor? ……………………………………………………………………….

(iii) the B-BBEE status level of the sub-contractor? ………………………………………………….

(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

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

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at least 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td>√</td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are military veterans</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OR

Any EME
9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.................................................................

9.2 VAT registration number:..............................................................

9.3 Company registration number:........................................................

9.4 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[Tick applicable box]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated: ...............................................
Registered Account Number: ....................... 
Stand Number:.............................................................
9.8 Total number of years the company/firm has been in business: 

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BEE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES

1. ...........................................
2. ...........................................

SIGNATURE(S) OF BIDDER(S)

DATE: ........................................
ADDRESS ........................................
........................................
........................................
**DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QUESTION</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>4.3</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.5</td>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4.5.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATION**

I, THE UNDERSIGNED

…………………………………………………………………………………………………………………………………………………….

(FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME BY THE MUNICIPALITY SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………………………………  …………………………………………………………

SIGNATURE  DATE

………………………………………………………  …………………………………………………………

POSITION  NAME OF BIDDER
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
   a. take all reasonable steps to prevent such abuse;
   b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
   c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:-

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.
² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by Drakenstein Municipality

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

I certify, on behalf

of: _______________________________________________________ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:-
   (a) has been requested to submit a bid in response to this bid invitation;
   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:-
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

………………………………………………………
SIGNATURE

………………………………………………………
DATE

………………………………………………………
POSITION

………………………………………………………
NAME OF BIDDER
CERTIFICATION OF ATTENDANCE AT COMPULSORY SITE MEETING

This is to certify that
................................................................................................................................................................. (Name of bidder)
of ............................................................................................................................................................... (address)
.................................................................................................................................................................
was represented by the person(s) named below at the compulsory site meeting held for all bidders at
........................................................................................................................................... (location) on ........................................ (date),
starting at .............................................

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

Particulars of person(s) attending the site meeting on behalf of the bidder:

Name ............................................................... Signature ........................................

Capacity ..............................................................

Name ............................................................... Signature ........................................

Capacity ..............................................................

Attendance of the above persons at the meeting is confirmed by the Employer’s representative, namely:

Name ............................................................... Signature ........................................

Capacity .............................................................. Date & Time ........................................

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PART A: PROPERTY OWNED BY ENTERPRISE OR DIRECTORS

Please complete the following if property is owned by the enterprise, the proprietors, directors or partners in their personal capacity, obtain the confirmation of the relevant municipality and attach a copy of their municipal account(s) which are not older than 60 days.

<table>
<thead>
<tr>
<th>Name of account holder:</th>
<th>.................................................................</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account number:</td>
<td>................................................................</td>
</tr>
<tr>
<td>Account number:</td>
<td>................................................................</td>
</tr>
</tbody>
</table>

FOR MUNICIPAL USE ONLY

I/we hereby certify that the municipal account details of our client as indicated above is correct.

.................................................................
Name of municipal official (print name)

.................................................................
Signature of municipal official

PART B: PROPERTY LEASED BY ENTERPRISE OR DIRECTORS

Please attach a sworn affidavit or a copy of your lease agreement if the property is leased by the enterprise or the proprietors or directors in their personal capacity, for which the aforementioned is not responsible for payment of municipal rates and taxes.

PART C: WHERE PROPERTY IS NOT OWNED OR LEASED BY ENTERPRISE OR DIRECTORS

Please attach a sworn affidavit from the proprietor or director of the enterprise confirming that the enterprise does not own or lease any property and that the aforementioned is not responsible for payment of any municipal rates and taxes.

<table>
<thead>
<tr>
<th>I,........................................................................................................................................................., the undersigned, certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Signature for and on behalf of the bidder</td>
</tr>
<tr>
<td>Date</td>
</tr>
</tbody>
</table>

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A city of excellence
RESPONSIVENESS AND EVALUATION CRITERIA

1. RESPONSIVENESS CRITERIA

No bid will be considered by Drakenstein Municipality unless it meets the following responsiveness criteria (for the bid to be considered responsive, the bid must meet the following requirements):

a) Bidders must ensure that they are registered on the database of Drakenstein Municipality, if they wish to conduct business with the Drakenstein Municipality. If the bidder is not registered on the Drakenstein Municipality’s supplier database prior to the award of the bid, the registration form can be obtained as follows:
   i. Supply Chain Management Unit, Civic Centre, 2nd floor, Berg River Boulevard, Paarl; or
   ii. Downloaded from our website at www.drakenstein.gov.za

   Enquiries regarding the above can be directed to:

<table>
<thead>
<tr>
<th>Contact persons</th>
<th>Tel no</th>
<th>Fax no</th>
<th>Email address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kholeka Ncomo</td>
<td>(021) 807-6247</td>
<td>086 635 6202</td>
<td><a href="mailto:supplychain@drakenstein.gov.za">supplychain@drakenstein.gov.za</a></td>
</tr>
</tbody>
</table>

b) Drakenstein Municipality will reject a bid in terms of the following:
   i) If any municipal rates and taxes or municipal service charges owed by the bidder or any of its directors to this or any other municipality or municipal entity, are in arrears for more than three months.
   ii) The name of the company or any of its director(s) names appear on the list of Tender Defaulters or restricted suppliers as published by National Treasury.

c) The following completed documents must be submitted or provided as part of the bid submission:
   i) Valid tax clearance certificate (MBD 2) or a valid Tax Compliance Status PIN as issued by SARS. A trust, consortium or joint venture must submit individual tax clearance certificates for each company or individual valid Tax Compliance Status PIN as issued by SARS
   ii) Copy or Certified valid B-BBEE Status Level Verification Certificate. Bidders who do not submit a B-BBEE Status Level Verification Certificate or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE, but will not be disqualified from the bidding process. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification certificate for every separate bid.
   iii) Copy of a billing account of your local municipality for the company or directors where applicable. Such account must not be older than 60 days.
   iv) Completed and signed declaration of interest form (MBD 4).

d) Bidders must acquaint themselves fully on the General Conditions of contract of 2010 and special conditions of contract (if applicable). The General Conditions of Contract of 2010 is available on request from the official dealing with bidding procedures and documents as indicated in MBD 1.

e) No bids will be accepted unless the bid documentation as issued by the municipality is utilised.

f) No telephonic, faxed or e-mailed or late bids will be accepted.

g) The awarding of this bid is subject to the following:
i) Compliance to the relevant technical specifications as stated in this bid document;
ii) Attendance of compulsory site meetings, as may be applicable;
iii) Submission of samples, as may be applicable;
iv) Proper completion of this bid document and signing of declarations;
v) Attaching any relevant documentation;
v) Any conditions as stipulated in MBD 1; and
vii) General conditions of contract of 2010 which is available on request from the official
dealing with bidding procedures and documents as indicated in MBD 1; or
viii) Any special conditions of contract as stipulated in this bid document.

h) Persons aggrieved by decisions or actions taken in the implementation of this supply chain
management system, may lodge within 14 days of the decision or action, a written objection or
complaint against the decision or action.

i) **Inducements, rewards, gifts and favours to municipalities, officials and other role players**

   i) No person who is a provider or prospective provider of goods or services, or a recipient
   or prospective recipient of goods disposed or to be disposed of may either directly or
   through a representation intermediary promise, offer or grant any inducement or reward
   to the Drakenstein Municipality for or in connection with the award of a contract;

   ii) The accounting officer must promptly report any alleged contravention of subparagraph
   (1) to the National Treasury for considering whether the offending person, and any
   representative or intermediary through which such person is alleged to have acted,
   should be listed in the National Treasury’s database of persons prohibited from doing
   business with the public sector.

j) The bid must be properly received in a sealed envelope. The outside of the envelope must clearly
indicate the quotation number and title (refer to invitation to bid for further details regarding
submission)

k) The bid must be deposited in the relevant quotation box as indicated in the invitation to bid
(MBD1) on or before the closing date and time of the bid. **Telephonic, facsimile, electronic/
emailed and late bids will not be accepted.**

l) **A valid tax clearance certificate or valid Tax Compliance System (TCS) PIN numbers must be
submitted with the bid.** Bidders who are registered on the municipality’s supplier database
whose tax matters are in order, do not need to submit a valid tax clearance certificate with
their bid. However, the onus is on the bidder to confirm with the Supply Chain Unit whether
or not his/ her tax clearance certificate and / or TCS PIN number that was submitted with
their supplier application form will be valid at the time of bid closing and award.

m) Bids shall be declare invalid, and shall be endorsed and recorded as such in the bid opening record
by the responsible official to open the bid, in the following instances:

   i. If the bid is not sealed;
   ii. if the bid including the bid price amount, where applicable is not submitted on the official
   pricing schedule;
   iii. if the bid is not completed in non-erasable ink; or
   iv. if the name of the bidder is not stated, or is indecipherable

n) A bid will not be invalidated if the amount in words and the amount in figures do not correspond,
in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount.

o) The official bid document must be fully completed in indelible ink. Where information requested does not apply to the bidder and the space is left blank, the bidder must provide written clarification.

p) All requested relevant and/ or additional documentation such as compliance certificates, professional registration, artisan qualification, etc., must be attached behind the bid document.

q) Bidders must submit a certified statement signed by the bidder declaring that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days.

r) The bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Municipal Supply Chain Management Regulations (Government Gazette 27636 of 60 May 2005).

s) If the entity submitting a bid is a joint venture or consortium or partnership, each party to that formation must submit all the above information.

t) The bidder must adhere to the pricing instructions.

u) The Bidder’s details must be provided.

v) The necessary document authorising the representative to sign and submit the bid on the bidder’s behalf must be completed and signed.

w) The declaration of interest by the bidder must be completed and signed.

x) The bid must comply with all the minimum technical specifications.

y) The MBD 9 (certificate of bid determination) must be completed and signed.

z) Alternative offers may be submitted by the bidder. The municipality is under no obligation to accept alternative offers.

2. EVALUATION OF BIDS

a) All bids received shall be evaluated in terms of the Municipal Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act no 5 of 2000 and the Preferential Procurement Regulations of 2017.

b) The municipality reserves the right to accept all, some, or none of the bids submitted — either wholly or in part — and it is not obligated to accept the lowest bid.

3. QUOTATION CONDITIONS

a. Compliance with Occupational Health and Safety Act, 85 of 1993 Suppliers are to note the requirements of the Occupational Health and Safety Act, 85 of 1993. The Supplier shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. In this regard the
Supplier shall submit upon written request to do so by the Drakenstein municipality, a Health and Safety Plan in sufficient detail to demonstrate the necessary competencies and resources to deliver the goods all in accordance with the Act, Regulations and Health and Safety Specification.

b. The supplier warrants that it has:

i. inspected the Specifications and read and fully understood the Conditions of Contract;

ii. read and fully understood the whole text of the Specifications and Price Schedule and thoroughly acquainted himself with the nature of the goods proposed and generally of all matters which may influence the Contract;

iii. visited the site(s) where delivery of the proposed goods will take place, carefully examined existing conditions, the means of access to the site(s), the conditions under which the delivery is to be made, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site(s) and made the necessary provisions for any additional costs involved thereby;

iv. requested the Drakenstein Municipality to clarify the requirements contained in the Specifications and Price Schedule, the exact meaning or interpretation of which is not clearly intelligible to the Supplier; and

v. received any notices to the quotation documents which have been issued in accordance with Drakenstein Municipality’s SCM Policy. Drakenstein Municipality will therefore not be liable for the payment of any extra costs or claims arising from the submission of the quote.

c. A person or company awarded a bid may only enter into a subcontracting arrangement after the aware with the approval of Drakenstein Municipality subject to Regulation 12 of the Preferential Procurement Regulations, 2017 (government gazette no. 40553 dated 20 January 2017)

d. If the price offered by the bidder scoring the highest points is not market-related, Drakenstein Municipality may not award the bid to that bidder. Drakenstein Municipality reserves the right to negotiate a market-related price with the bidder that scored the highest number points or cancel the invitation to bid. Further options in terms of negotiations are stipulated under Regulation 6(9) of the Preferential Procurement Regulations, 2017 (government gazette no. 40553 dated 20 January 2017).
COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT 1993

Bidders are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 (as amended) issued in terms of section 43 of the Act. The bidder shall be deemed to have read and fully understood the requirements of the above act and regulations and to have allowed for all costs in compliance therewith.

The bidder shall adhere to the following:
(1) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specification;
(2) Regular monitoring procedures to be performed;
(3) Regular liaison, consultation and review meetings with all parties;
(4) Site security, welfare facilities and first aid; and
(5) Site rules and fire and emergency procedures.

Bidders are to note that the contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements. The contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on site at all times and handed over to the employer on final completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (refer to next page) before any work commences and provide proof of its registration and good standing with the Compensation Fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act no 130 of 1993)
AGREEMENT IN TERMS OF THE HEALTH AND SAFETY ACT. 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at .................................................................................................................................on this the................................................................................................................................. day of ............................................................................................................................... in the year..........................................

between ......................................................................................................................................................... (hereinafter called “the employer”) of the

one part, herein represented by ..........................................................................................................................................................

in his capacity as ...............................................................................................................................................................

and ................................................................................................................................................................. (herein called “the mandatory”) of the

other part, herein represented by ..........................................................................................................................................................

in his/her capacity as ..........................................................................................................................................................

WHEREAS the employer is desirous that certain works be constructed, viz [insert location of works] and has accepted a tender by the mandatory for the construction, completion and maintenance of such works and whereas the employer and the mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993):

NOW THEREFORE THIS AGREEMENT WITNESS TO AS FOLLOWS:

1. The mandatory shall execute the work in accordance with the contract documents pertaining to this contract.

2. This agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or principal agent requiring him to commence the execution of the works, to either:
   (a) the date of the final certificate issued in terms of clause 26.0 of the principal building agreement (hereinafter referred to as “the GCC”) or
   (b) the date of cancellation of the contract in terms of clauses 36.0, 37.0, 38.0 or 39.0 of the BCC.

3. The mandatory declared himself to be conversant with the following:

   (a) All the requirements, regulations and standards of the Occupational Health and Safety Act, 1993(Act85 of 1993), hereinafter referred to as “the act”, together with its amendments and with special reference to the following sections of the act:

      i. Section 8:General duties of employers to their employees;
      ii. Section 9:General duties of employers and self-employed persons to persons other than employees;
      iii. Section 37:Acts or omissions by employees or mandatories, and
      iv. Subsection 37(2) relating to the purpose and meaning of this agreement.

The procedures and safety rules of the employer as pertaining to the mandatory and to all his subcontractors.
4. In addition to the requirements of clause 7.0 of the GCC and all relevant requirements of the abovementioned volume 3, the mandatory agrees to execute all the works forming part of this contract and to operate and utilise all machinery, plant and equipment in accordance with the act.

5. The mandatory is responsible for the compliance with the act by all his subcontractors, whether or not selected and/or approved by the employer.

6. The mandatory warrants that all his and his subcontractors’ workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the compensation commissioner to this effect must be produced to the employer upon signature of the agreement.

7. The mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

8. The mandatory shall assume the responsibility in terms of section 16.1 of the Occupational Health and Safety Act. The mandatory shall not delegate any duty in terms of section 16.2 of this act without the prior written approval of the employer. If the mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the employer.

9. All incidents referred to in the Occupational Health and Safety Act shall be reported by the mandatory to the Department of Labour as well as to the employer. The employer will further be provided with copies of the written documentation relating to any incident.

10. The employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the prescribing witnesses:

**SIGNED FOR AND ON BEHALF OF THE**

**EMPLOYER:** ..............................................................

**WITNESS 1:** ..............................................................  **2:** ..............................................................

**NAME 1:** ..............................................................  **2:** ..............................................................

(IN CAPITAL LETTERS)

**SIGNED FOR AND ON BEHALF OF THE MANDATORY:**

**MANDATORY:** ..............................................................

**WITNESS 1:** ..............................................................  **2:** ..............................................................

**NAME 1:** ..............................................................  **2:** ..............................................................

(IN CAPITAL LETTERS)
ISSUANCE AND RECORD OF ADDENDA

Notwithstanding any requests for confirmation of receipt of Addenda/requests issued, the bidder shall be deemed to have received such addenda if the employer can show proof of transmission thereof or a notice in respect thereof.

We confirm that the following communications received from the Employer’s representative before the submission of this quote offer, amending the bidding documents, have been taken into account in this tender offer (additional not stipulated in the original scope of works):

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Title or details</th>
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As proof that amendments/additions was made to the scope of work/specifications, this form has to be completed by bidder and employer’s representative. No payments for additional work completed will be paid, if this form is not signed by parties involved to agreement.

If no amendments/additions were added to the scope of work/specifications, no payment for additional work completed will be paid.

Signed: .................................................. Date: ........................................

Name: .................................................. Position: ........................................

For office use

Acknowledgement that instruction was given for amendments/additions to the scope/specifications previously issued. Employer’s representative, namely:

Name .................................................. Signature ........................................

Capacity .................................................. Date & Time ........................................
PART B: SCOPE OF WORKS, SCHEDULES AND CHECKLIST FOR COMPLETENESS
**SCOPE OF WORKS**

1. The following scope of works are applicable and must be complied with:

**QUOTATION: Z 974 NEW KITCHENETTE AT POLITICAL WING, GROUND FLOOR, CIVIC CENTRE PAARL**

THE WORKS: The work comprises the supply of all materials, labour, equipment, transport and all other requirements required to complete the works. The extent of the work by the Contractor must be of such a nature that no additional cost by the Council will be necessary to utilise the new work/building.

BUILDING SITE: It will be assumed that the Contractor has acquainted himself with the conditions of the site before submitting his quotation.

TOILETS: The Contractor must provide the necessary chemical toilet on site and must see to it that this toilet is kept in a clean and orderly manner.

SECURITY ON SITE: The Contractor shall be responsible for security on building site during the construction period.

**THE HEALTH AND SAFETY ACT. 1993 (ACT NO 85 OF 1993)**

AGREEMENT IN TERMS OF

THIS AGREEMENT made at .................................................................on this the ................................................................. day of ................................................................. in the year..........................

between ................................................................. (hereinafter called “the employer”) of the one part, herein represented by .................................................................

in his capacity as ................................................................. and

................................................................. (herein called “the mandatory”) of the other part, herein represented by .................................................................

in his capacity as ................................................................. WHEREAS the employer is desirous that certain works be constructed, viz Boulevard Road, Paarl and has accepted a tender by the mandatory for the construction, completion and maintenance of such works and where as the employer and the mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993):

NOW THEREFORE THIS AGREEMENT WITNESS TO AS FOLLOWS:

1. The mandatory shall execute the work in accordance with the contract documents pertaining to this contract.

2. This agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or principal agent requiring him to commence the execution of the works, to either

   (a) the date of the final certificate issued in terms of clause 26.0 of the principal building agreement (hereinafter referred to as “the JBCC”)
3 The mandatory declared himself to be conversant with the following:

(a) All the requirements, regulations and standards of the Occupational Health and Safety Act, 1993(Act 85 of 1993), hereinafter referred to as “the act”, together with its amendments and with special reference to the following sections of the act:

1.1 Section 8: General duties of employers to their employees;
1.2 Section 9: General duties of employers and self-employed persons to persons other than employees;
1.3 Section 37: Acts or omissions by employees or mandatories, and
1.4 Subsection 37(2) relating to the purpose and meaning of this agreement.

The procedures and safety rules of the employer as pertaining to the mandatory and to all his subcontractors.

4 In addition to the requirements of clause 7.0 of the JBCC and all relevant requirements of the abovementioned volume 3, the mandatory agrees to execute all the works forming part of this contract and to operate and utilise all machinery, plant and equipment in accordance with the act.

5 The mandatory is responsible for the compliance with the act by all his subcontractors, whether or not selected and/or approved by the employer.

6 The mandatory warrants that all his and his subcontractors’ workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the compensation commissioner to this effect must be produced to the employer upon signature of the agreement.

7 The mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:

The mandatory shall assume the responsibility in terms of section 16.1 of the Occupational Health and Safety Act. The mandatory shall not delegate any duty in terms of section 16.2 of this act without the prior written approval of the employer. If the mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the employer.

All incidents referred to in the Occupational Health and Safety Act shall be reported by the mandatory to the Department of Labour as well as to the employer. The employer will further be provided with copies of the written documentation relating to any incident.

The employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the mandatory and/or his workmen.
employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the prescribing witnesses:

SIGNED FOR AND ON BEHALF OF THE
EMPLOYER: ....................................................................................

WITNESS  1 ..............................................................2 ........................................................ ....

NAME  1 ..............................................................2 ........................................................ ....

(IN CAPITAL)

SIGNED FOR AND ON BEHALF OF THE MANDATORY: ....................................................................................

WITNESS  1 ..............................................................2 ........................................................ ....

NAME  1 ..............................................................2 ........................................................ ....

(IN CAPITAL)

SPECIFICATIONS

1. SECURITY ON SITE: The Contractor shall be responsible for security on building site during the
construction period. Work and material for which the Contractor has already been paid shall remain the
Contractors responsibility up to and including the date of final completion of contract.

2. RUBBLE: All discarded material to become the property of the Contractor and must be removed
from the site.

All building rubble to be removed from site at regular intervals. Rubble to be dumped at the Municipal
Dumping Site. Permits for dumping are available at the Department: Civil Engineering Services and the
cost will be to the Contractors account.

General Preambles

Note: The contractor shall carry out the whole of the work with minimum debris, dust and disturbance to
staff and public. He /she shall provide proper protection and erect any temporary tarpaulins and
demarcation that may be necessary during the progress of the works, all to satisfaction of the Municipal
Clerk of Works, and removed when directed.

Note: Contractor to plan, program and carry out the works to ensure access to offices, services point’s
etc. at all times for staff and public. The contractor will be required to work after hours and weekends to
ensure free flow of pedestrians at all times.

Note: The contractor will be required to take dimension of the affected areas on site and will he held
solely responsible for the accuracy of all such dimensions.
SCOPE OF WORKS

1. **NEW BUILD IN CUPBOARDS (KITCHEN)**
   - Supply and build new cupboards with inside shelving in area (to be pointed out on site)
   - Cupboards to be manufactured from grade A oak melamine doors (exact same as Human Resources), drawers, sides and base, with white 3mm hardboard backs. Install along walls. R/M...2,500m required
   - Kicking board to be solid 22mm wood painted black.
   - The work top to be a 32mm post formed “VENZA OAK” or similar (exact same as Human Resources), tops 900mm wide with front edge rounded. All joints to receive metal joint strips. Silicone seal between top and walls.
   - All doors and drawers to be fitted with SABS approved concealed hinges, drawer guides, approved locks and approved oak handles, as well as solid wood edging.
     (Samples of locks and handles to be provided prior to fitting) for approval by COW.
   - **All specifications to be read in conjunction with Drawing Z974/0**

   **NOTE:** Samples of tops, boarding material, locks, handles, drawer guides etc. to be presented to COW for written approval and go ahead. (All materials to be exact same cupboards as Human Resources Department)

2. **TILING (WALLS)**
   Preparations:
   - Thoroughly preparing existing brick wall to take new splash back wall tiles.
   - Laying of new tiles (walls):
   - Supply and lay new matt finish ceramic splash back wall tiles 200mm x150mm x2 rows equal or similar A grade white matt tiles with approved grouting (colour by client) strictly to manufacturer’s guidelines and specifications.
   - Contractor to provide 3 Samples of wall tiles to be provided for approval and written approval to be obtained.
   - Contractor to allow an amount of R120.00 per m² for wall tiles (for purchasing of materials only (VAT Included)
   - **GROUTING:** Allow at least 24 hours between tiling and grouting.
   - Fill joints between tiles with an approved non-absorbent grout. Grout to be applied strictly to manufacturer’s guidelines and instructions.
   - 1m² tiles for attic stock to be provided to Department
   - Make provision for cuttings and waste.

3. **ELECTRICAL**
   - Supply and fit x 2 (TWO) Double switched 15 amp socket outlets (white in colour). Height to be
1,200m above FFL
- Position to be pointed out on site.
- According to manufacturer’s specifications and guidelines to be connected to existing electrical supply (Existing Distribution board)
- Note: Electrical work to be done or performed under the supervision of qualified electrician. On completion of electrical work, compliance certificate to be issued. Electrical work to comply with the required wants of SANS 10305 & materials SABS quality and approved.

NOTE:

- All specifications to be read in conjunction with drawings issued (where applicable)
- Contractor to take own dimensions, heights and levels.
- Contractor to immediately report any discrepancies found to department for correction (before commencing any further)
- All materials used to be SABS quality, SANS approved.
- Proof of qualifications of artisans may be required.
- All work conform to SANS 10400 standard & approval.
- All electrical work to be done by or under the supervision of qualified artisan.
- Proof of qualifications may be required
- All electrical work comply with Drakenstein Municipality Electrical Department, relevant statutory rules & regulations.

NOTE:

- The contractor will be required to take dimension of the affected areas on site and will he held solely responsible for the accuracy of all such dimensions.
- Any discrepancies to be reported to Department for immediate correction / rectification
- All damage work to existing work due to construction, to be made good, to be repaired to match same as existing at no cost to Municipality.
- Contractor to comply with construction regulations of 2014
- All materials used and standard of work SANS approved.
- Contractor to notify the Department 24 hours in advance before commencement with any work.
- Contractor to obtain written approval from C.O.W for:
  1. Inspection, approval of all materials
  2. Preparation of all walls / floors before applying new paint and laying of new tiles (if applicable)
- Contractor will only be paid for work done in compliance with specifications and scope of works which is accepted and approved by C.O.W
- The quantities set out in the specifications/ price bill are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payment due and not the quantities given in specification and bill of quantities

NOTE:

- Contractor’s indicated completion period ………………. Weeks
- 5 percent retention, 3 months warranty applicable on this contract.
- Allow R 3 000.00 for contingencies
3. **RESTORING OF SITE:**

At completion of contract the Contractor shall clear and cart away all rubble, clean site, leave all trades in perfect order.

For any technical enquiries in connection with this specification contact: Ludwick Layman at 021 807 6207 or Noxolo Gwadiso 021 807 4713

**C. PRICING INSTRUCTION**

The bidder must adhere to the pricing instructions. Should the bidder not wish to make any charge for material items, a rate of ZERO, “R 0.00” or NIL shall be entered on the compulsory material list as contained in the schedule of quantities. In such an event, the bidder must indicate whether he/she/they are in possession of the said material items and must attach proof thereof. Failure to attach proof will lead to the bid being disqualified.

**PROOF OF MATERIAL LIST MUST BE ATTACHED ON THE PRICING SCHEDULE, IF NOT SUBMITTED IT WILL LEAD TO DISQUALIFICATION OF THE QUOTE.**

2. In addition to the above, contractors must take note of the following:

2.1 Any new work or appliance in danger of damage shall be protected through adequate covers or barriers.

2.2 The contractor shall be responsible for security at building sites during the construction period. Work and material for which the contractor has already been paid shall remain the contractor’s responsibility up to and including the date of final completion of contract.

2.3 All other discarded material not used/ re-used to become the property of the contractor and must be removed from the site. All building rubble must be removed from site at regular intervals. Rubble must be dumped at the municipal dumping site. Permits for dumping are available at the Department: Civil Engineering Services and the cost will be to the contractors account.

I, the undersigned, for and on behalf of the bidder, hereby confirm that I/we understand the information as stated above and that I/we will comply with all of the above.

\\[
\begin{array}{ll}
\text{Name (print)} & \text{Signature} \\
\hline
\end{array}
\]

\[
\begin{array}{ll}
\text{Capacity} & \text{Date} \\
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\end{array}
\]
The following is a statement of similar work successfully executed or currently executed by myself/ourselves:

<table>
<thead>
<tr>
<th>Description of Project</th>
<th>Client contact details</th>
<th>Value of contract (incl VAT)</th>
<th>Date completed/anticipated date of completion</th>
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Name: .............................................................  Signature: ..........................................................

Position: ..........................................................  Date: .........................................................
PRICING SCHEDULE

1. COST OF MATERIAL

<table>
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<tr>
<th>Type of material to be used</th>
<th>Measure</th>
<th>Price</th>
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Total for cost of material: ..........................................

2. COST OF LABOUR

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<th>Type of labour to be used</th>
<th>Rate</th>
<th>Price</th>
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Total for cost of labour: ..........................................

3. COST OF OVERHEAD EXPENSES

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<th>Type of overhead expenses applicable</th>
<th>Price</th>
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CONTINGENCY ALLOW

Total for cost of overhead expenses: .........................

***SUM TOTAL OF QUOTE: (1 + 2 + 3)

Please indicate duration for completion of projects

_______________________ (number of weeks)

R

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VALUE ADDED TAX

Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder’s responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Drakenstein Municipality is 4500109717.
CHECK LIST FOR COMPLETENESS OF BID DOCUMENT

The bidder is required to complete the following checklist in order to ensure that the necessary documentation, as required, is attached to this bid document and that all declarations are signed by the bidder:

(*Mark with “X” where applicable)

<table>
<thead>
<tr>
<th>Items to be checked</th>
<th>Yes</th>
<th>No</th>
<th>Comments</th>
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<tr>
<td>1. Completed page containing the details of bidder</td>
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<tr>
<td>2. Valid tax clearance certificate or a valid Tax Compliance Status PIN as issued by SARS. (MBD 2). A valid tax clearance certificate or valid Tax Compliance System (TCS) PIN numbers must be submitted with the bid. Bidders who are registered on the municipality’s supplier database whose tax matters are in order, do not need to submit a valid tax clearance certificate with their bid. However, the onus is on the bidder to confirm with the Supply Chain Unit whether or not his/ her tax clearance certificate and / or TCS PIN number that was submitted with their supplier application form will be valid at the time of bid closing and award.</td>
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<td>3. Completed the pricing schedule (MBD 3.3)</td>
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<td>4. Completed and signed declaration of interest (MBD 4)</td>
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<td>5. Completed and signed declaration in order to claim preference points (MBD 6.1) and attached a certified copy or original B-BBEE certificate</td>
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<td>6. Completed and signed declaration and annexures of local content (MBD 6.2), if applicable</td>
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<td>7. Completed and signed declaration of bidder’s past supply chain management practices (MBD 8)</td>
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<td>8. Completed and signed certificate of independent bid determination (MBD 9)</td>
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<td>9. Completed and signed occupational health and safety agreement</td>
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<td>10. Completed and signed certificate for municipal services and payments to service providers and attached a copy of your municipal account which is not older than 60 days</td>
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<td>11. Signed declaration for understanding and complying with the scope of works</td>
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<td>12. Attached a letter of good standing or compliance certificate issued by BIBC</td>
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<td>13. Bidder to initial every page of this bid document</td>
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</table>

CERTIFICATION

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

..............................................................................................................................................
Name (print)                                                                             Signature
..............................................................................................................................................
Position                                                                               Date

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