



CAPE WINELANDS DISTRICT
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

Q 2020/103

**INDUSTRIAL FIRE MAZE CWDM FIRE STATION
STELLENBOSCH**

NAME OF TENDERER	<hr/>
TOTAL TENDER PRICE (INCL VAT)	R <hr/>

CONTENTS	
Number	Heading
The Tender	
Part T1: Tendering procedures	
	Page
T1.1	Tender Notice and Invitation to Tender (English).....1
T1.2	Tender Data.....2 – 4
Part T2: Returnable documents	
T2.1	List of Returnable Documents.....7
T2.2	Returnable Schedules.....8 - 43
The Contract	
Part C1: Agreement and Contract Data	
C1.1	Form of Offer and Acceptance.....45 - 50
C1.2	Contract Data.....51 - 53
C1.3	Occupational Health and Safety Agreement.....54 - 55
Part C2: Pricing data	
C2.1	Pricing Instructions.....57 - 58
C2.2	Bill of Quantities/Schedule(s) of Rates.....59
Part C3: Scope of Work	
C3.1	Description of the Works.....61 - 64
C3.2	Drawings65 - 79

PART T1: TENDERING PROCEDURES

	Page
T1.1 Tender Notice and Invitation to Tender.....	1
T1.2 Tender Data.....	2 – 4

The following document forms an integral part of the tender:

Municipal Supply Chain Management Policy as adopted in terms of Section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003) and the relevant regulations.

The above document can be obtained from the Cape Winelands District Municipality's Supply Chain Management Unit.

PART T1.1: TENDER NOTICE AND INVITATION TO TENDER

Formal Written Price Quotations are hereby requested from Service Providers to convert part of the existing Tower Training Simulator into an Industrial Fire Maze at the CWDM Fire Station in Stellenbosch. Bidders must have a CIDB contractor's grading of **1 SF** or higher.

Technical enquiries regarding this tender may be directed to Mr. T. Solomon at tel. 060 642 6087, E-mail: thomas@capewinelands.gov.za

IMPORTANT NOTICE: This quotation is subject to Regulation 8 "Local Production and Content" of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (No. R.32 dated 20 January 2017). Submitting of MBD 6.2 is compulsory. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement.

Documents are obtainable from the Supply Chain Management Unit of the Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch - Tel no 0861 265 263. Alternatively documents may be downloaded from the website: www.capewinelands.gov.za. → Supply Chain → View quotations and quotes → Quotations open.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and the Central Supplier Database, prior to the closing date of the quotation.

Duly completed quotations must be enclosed in a (separate) sealed envelope and endorsed with the relevant quotation number and description on the envelope/s. The sealed quotations must be placed in the official quotations box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch, before **11:00 on Friday, 09 April 2021.**

HF PRINS
MUNICIPAL MANAGER

T1.2: TENDER DATA

General

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See www.cidb.org.za which is reproduced without amendment or alteration for the convenience of tenderers as Annex A to this Tender Data.

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

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.

Clause

Wording

F.1.1.1 The Employer is **Cape Winelands District Municipality**

F.1.2 Tender Documents

The tender documents issued by the Employer comprise those listed in the contents page.

The Tender Document and the drawings can be obtained from the Employer at the physical address stated in the Tender Notice upon payment of the fee stated in the Tender Notice.

F.1.4 Communication and Employer's Contact

The Employer's Agent is:

Department: Technical Services

Address: P.O. Box 100, Stellenbosch

Attention: Mr. T. Solomon

Telephone: 086 126 5263/ 060 642 6087

E-mail: thomas@capewinelands.gov.za

F.1.5 Cancellation and Re-invitation of Tenders

Add the following to Clause F.1.5.1

The CAPE WINELANDS DISTRICT MUNICIPALITY shall apply the principles of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), its Municipal Supply Chain Management Policy as adopted in terms of section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003), and the relevant regulations. Depending on the tendered amount, the Employer also reserves the right to award the contract in its entirety or partially.

F.2.7 Clarification Meeting

A compulsory clarification meeting will **not** be held.

F.2.9 Insurance

The Employer will **not** provide any insurance for goods prior to the transfer of ownership.

F.2.10 Pricing the Tender Offer

F.2.10.5 Add the following to Clause F.2.10

The Tenderer shall enter a unit rate in percentage against each item in the schedule of quantities, whether quantities are stated or not.

The amounts of items may not be grouped together and no lump sum for such group of items can be provided. The Tenderer also may not indicate against any item that full compensation for such item has been included in another item. A rate of R0-00 shall be assumed for such items.

Tenderers shall **exclude** value added tax (VAT) in the tendered rates and amounts if needed. The tendered rates and amounts shall however **include** all levies and other taxes and duties on all items to which they apply.

F.2.12.2 If a Tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is:

- a) The Tenderer must obtain an additional document and set out the alternative therein. It is vitally important that the original tender offer is also submitted.

F.2.13 Submitting a Tender Offer

Tenderers shall not tamper with the Tender Documents which must be submitted as issued. Tender Documents found to have been unbound may be deemed unacceptable.

Each Tenderer is required to submit under sealed cover the complete set of Tender Documents with all the required information and complete in all respects. The envelope shall be addressed to the CAPE WINELANDS DISTRICT MUNICIPALITY and endorsed as described in the Tender Notice and placed in the tender box of the CAPE WINELANDS DISTRICT MUNICIPALITY before closing date and time of tender.

Any tender which is delivered to an address other than the one stipulated in the Tender Notice will not be accepted.

Uncompleted tenders must be clearly marked with the contract number, as "Uncompleted Tender".

F.2.13.3/ Parts of each tender offer communicated on paper shall be submitted as an original, plus zero

F.2.13.5 (0) copies.

F.2.13.7/ The Employer's address for delivery of tender offers and identification details to be shown on F.2.15.1 each tender offer package is:

Location of Tender Box: Ground Floor 29 du Toit Street STELLENBOSCH 7600

Physical Address: 29 du Toit Street STELLENBOSCH

Tender Number: Q 2020/103

Title of Tender: INDUSTRIAL FIRE MAZE CWDM FIRE STATION STELLENBOSCH

F.2.13/ The two-envelope procedure will **not** be followed.

F.2.15.1 The closing time for submission of tender offers is stated in the Tender Notice and Invitation to Tender.

F.2.15.1 Telegraphic, telephonic, telex, facsimile or e-mailed tenders offers will not be accepted.

F.2.16.1 The tendered offer validity period is ninety (90) calendar days.

F.2.19 Access shall be provided for inspection and testing by personnel acting on behalf of the Employer.

F.2.23 The tenderer is required to submit the certificates listed in the Returnable Documents.

F.3.4 The time and location for opening the tender offers are in accordance with F.2.15.1.

F.3.5.1 The two-envelope system will **not** be used on this contract.

F. 3.11.1 The method for the evaluation of tender offers is Method 1: Price and Preference.

F.3.11.7 The financial offer will be scored using Formula 2 where W1 is;

80 where the financial value inclusive of VAT of all responsive tenders received do not exceed R50,000,000.00.

Up to 100 minus W1 tender evaluation points will be awarded to tenders who duly complete the Preferential Procurement Declaration Schedule and who are found to be eligible for the preference claimed.

F.3.16.1 Add the following to Clause F.3.16.1

The notification of the decision sent to the successful Tenderer is **not** acceptance of the tender and no rights shall accrue to the successful Tenderer in terms of this notification. The successful Tenderer will be notified in writing after fourteen (14) calendar days of the notification of any final decision (e.g. Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of work.

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

Add the following to New Clause F.3.16

F.3.16.3 In Part 1: SCM Policy for Goods and Services, Paragraph 49 of the Municipal Supply Chain Management Policy as adopted in terms of section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003) gives persons aggrieved by decisions or actions taken in the implementation of the Municipal Supply Chain Management System, the right to lodge within 14 calendar days of notification of decision or action, a written objection or complaint against the decision or action.

Any Tenderer wishing to exercise this right, must submit their appeal in writing to the Employer marked for the attention of the Manager, Supply Chain Management.

The format of the appeal must;

- Set out the reason for the appeal;
- State in which way the appellant's rights have been affected by the decision;
- State the remedy sought, and
- Be accompanied by a copy of the notification advising the tenderer of the decision of the Tender Adjudication Committee.

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

F.3.17 The number of paper copies of the signed contract to be provided by the Employer is **one (1)**.

PART T2: RETURNABLE DOCUMENTS

	Page
T2.1 List of Returnable Documents.....	7
T2.2 Returnable Schedules.....	8 – 43

PART T2.1: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable documents are required for the purpose of evaluating the tenders, some will form part of the subsequent contract as they form the basis of the tender offer. For this reason, it is important that Tenderers return all the information requested.

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (Included hereafter for completion)

OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES (Append to schedule in document)

RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (To be attached with submission)

OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (Included hereafter for completion)

T2.1: LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete the following Returnable Documents in **black ink**:

Returnable Schedules required for tender evaluation purposes	Page
Schedule 1: Compulsory Enterprise Questionnaire.....	8-10
Schedule 2: Authority to Signatory.....	11-12
Schedule 3: Certificate of Authority for Joint Ventures.....	13
Schedule 4: Schedule of Work satisfactorily carried out by the Tenderer.....	14
Schedule 5: Schedule of Proposed Subcontractors.....	15
Schedule 6: Proposed Amendments and Qualifications.....	16
Schedule 7: Declaration in terms of the MFMA (No 56 of 2003) regarding Municipal Rates and Services.....	17
Schedule 8: Declaration of Interest.....	18-23
Schedule 9: Proof of Authority of Signatory.....	24
Schedule 10: Documents of Incorporation.....	25
Schedule 11: Letter of Good Standing.....	26
Schedule 12: Tax Clearance Certificate Requirements.....	27
Schedule 13: Joint Venture Agreement if applicable.....	28
Schedule 14: Proof of Payment of Municipal Rates and Taxes.....	29
Schedule 15: Record of Minutes and Addenda to Tender Documents.....	30
Schedule 16: Preference Points Claim Form in terms of Preferential Procurement Regulations 2011.....	31-35
Schedule 17: Declaration of Tenderer's past supply chain management practices.....	36-37
Schedule 18: Certificate of Independent Tender Determination.....	38-39
Schedule 19: Claiming Preference Points.....	40
Schedule 20: Credit Order Instruction.....	41
Schedule 21: Health and Safety Plan.....	42
Schedule 22: Preliminary Programme.....	43
 C1: Contract Agreements and Contract Data	
C1.1 Form of Offer and Acceptance.....	45-50
C1.2 Contract Data.....	51-53
C1.3 Occupational Health and Safety Agreement.....	54-55
 C2: Pricing Data	
C2.1 Pricing Instruction.....	57-58
C2.2 Bill of Quantities.....	59
 C3: Scope of work	
C3.1 Description of the Works.....	61-64
C3.2 Drawings.....	65-79

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted. **(Failure to do so may result in your tender being disqualified)**

Section 1: Name of enterprise:

Address of enterprise:

.....

Section 2: VAT registration number, if any:

Has and original and valid TAX clearance certificate been attached under Schedule 2D?.....Yes / No

Section 3: Has a B-BBEE status level verification certificate been submitted?.....Yes / No

If Yes, who was the certificate issued by? (Tick applicable box)

- ☐ An accounting officer as contemplated in the Close Corporation Act.
- ☐ A verification agency accredited by the South African National Accreditation System (SANAS).
- ☐ A registered auditor.

NB. A B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE.

Section 4: CIDB registration number, if any:

Section 5: Central Supplier Database registration number:.....

Section 6: Particulars of sole proprietors and partners in partnership

*Name	*Identity number	*Personal income tax number

* Complete only if sole proprietor or partnership and attached separate page if more than 3 partners

Section 7: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 8: Record of service of the state

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

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

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

Section 9: Record of spouses, children and partners in the service of the state

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

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

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

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

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

Signature: Date:/ / 20.....

Print Name: Position:

Postal Address:

.....

Street Address:

.....

Telephone Number: Code Number

Cell Phone Number:

Facsimile Number: Code Number

E-mail Address:

SCHEDULE 2: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs..... acting
in his/her capacity as.....
of the business trading as to
sign all documentation in connection with Tender.....

Name of Members/Directors	Signature	Date

NOTE: If tenderers did attach a copy of their Authorized Signatory, it is not necessary to complete this form.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorized Mr/Ms, authorized signatory of the company....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead Partner		

D. Certificate for Sole Proprietor

I, hereby confirms that I am the sole owner of the business trading as

As witnesses:

1. _____ Chairman: _____
2. _____ Date: _____

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as..... hereby authorize Mr/Ms acting in the capacity of to sign all documents in connection with the tender for Contract and contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all the key partners upon whom rest the direction of the affairs of the Partnership as a whole.

SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr/Ms

....., authorised signatory of the company, close corporation or partnership

....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature: Name: Designation:
		Signature: Name: Designation:.....
		Signature: Name: Designation:

NOTE: A copy of the Joint Venture Agreement showing clearly the **percentage contribution of each partner** to the Joint Venture shall be appended to this Schedule.

SCHEDULE 4: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER

The following is a statement of similar work successfully executed by me/us:

Employer, contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

*Attach additional pages if more space is required.

Signature: _____

Date: _____

Print Name: _____

Position: _____

Tenderer: _____

SCHEDULE 5: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Sub-Contractors to work on this contract.

If we are awarded the contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

No.	Name and Address of Proposed Sub-Contractor	Nature and Extent of Work	Previous Experience with Sub-Contractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

*Attach additional pages if more space is required.

Signature:

.....

Date:

.....

Print Name:

.....

Position:

.....

Tenderer:

.....

SCHEDULE 6: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to this tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signature: _____

Date: _____

Print Name: _____

Position: _____

Tenderer:

SCHEDULE 7: DECLARATION IN TERMS OF THE MFMA (NO. 56 OF 2003)
IN TERMS OF MUNICIPAL RATES AND SERVICES

Names of Directors/ Partners	Physical residential address of the Directors/Partners	Municipal Account Number	Name of Municipality

NB: Please attach certified copy/copies of the Municipal Account(s)

DECLARATION:

I, the undersigned (name)
 certify that the information furnished above is correct. I accept that the state may act against me should this
 declaration prove to be false.

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer

SCHEDULE 8: DECLARATION OF INTEREST

(On behalf of the company and its directors/members/trustee's/principle shareholders²)

1. No tender/database registration 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 tender/database registration. In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the tenderer 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 tender/database registration in respect of owners/shareholders² of the company.**

3.1	Full Name of tenderer or his or her representative	
3.2	Identity Number (person submitting this declaration)	
3.3	Position occupied in the Company (official/director/trustee/s shareholder ²):	
3.4	Company Registration Number	
3.5	Tax Reference Number	
3.6	VAT Registration Number	
3.7	The names of all directors/members/trustees/principle shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below	

3.8	Are you or any director/member/trustee/principle shareholder presently in the service of the state?	Yes	No															
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.																	
SA ID Number:																	Relation:	
Surname:															Persal No:			
Full Names:																		
Organ of State:															Position:			

3.9	Have you or any director/member/trustee/principle shareholder been in the service of the state for the past twelve months?	Yes	No
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
SA ID Number:	<input type="text"/>	<input type="text"/>	Relation:
Surname:	<input type="text"/>	<input type="text"/>	Persal No:
Full Names:	<input type="text"/>		
Organ of State:	<input type="text"/>	Position:	<input type="text"/>

3.10	Do you or any director/member/trustee/principle shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective tender?	Yes	No
3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
SA ID Number:	<input type="text"/>	Relation:	<input type="text"/>
Surname:	<input type="text"/>	Persal No:	<input type="text"/>
Full Names:	<input type="text"/>		
Organ of State:	<input type="text"/>	Position:	<input type="text"/>

3.11	Are you aware of any relationship (family, friend, other) between you or any director/member/trustee/principle shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective tender?	Yes	No
3.11.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
SA ID Number:	<input type="text"/>	Relation:	<input type="text"/>
Surname:	<input type="text"/>	Persal No:	<input type="text"/>
Full Names:	<input type="text"/>		
Organ of State:	<input type="text"/>	Position:	<input type="text"/>

3.12	Is any spouse, child or parent of the company's directors/members/trustees/principle shareholders or stakeholders in the service of the state?	Yes	No
3.12.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.		
SA ID Number:	<input type="text"/>	Relation:	<input type="text"/>
Surname:	<input type="text"/>	Persal No:	<input type="text"/>
Full Names:	<input type="text"/>		
Organ of State:	<input type="text"/>	Position:	<input type="text"/>

3.13	Do you or any director/member trustee/principle shareholder/stakeholders of this company have any interest in any other related companies or business whether or not they are tendering for this contract.	Yes	No
3.13.1	If yes, furnish particulars.		

3.14	Is the supplier or any director/member/trustee/principle shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No
3.14.1	If yes, furnish particulars.		

3.15	Is the supplier or any director/member/trustee/principle shareholder 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)?	Yes	No
3.15.1	If yes, furnish particulars.		

3.16	Was the supplier or any director/member/trustee/principle shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
3.16.1	If yes, furnish particulars.		

3.17	Does the supplier or any director/member/trustee/principle shareholder owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
3.17.1	If yes, furnish particulars. The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted every three months – provide individual information in the schedule under par. 4.		

3.18	Was any contract between the supplier and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
3.18.1	If yes, furnish particulars.		

4	MFMA Circular No 62 of July 2013 require tenderers to submit the names of their directors/trustees/shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their tender submissions. <i>A shareholder is defined as a person who <u>owns</u> shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</i>					
	Full name of directors/ trustees/shareholders	Identity Number	% Shareholding in company	Personal Tax Reference Number	State Employee Number (Persal No)	Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

I, the undersigned, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's tender/registration may be rejected and in addition to the rejection that action may be taken against me/my company should this declaration prove to be false.

.....
Signature

.....
Date

.....
Capacity of Signatory

.....
Name of Tenderer/Company/CC Name

MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:

¹ MSCM Regulations: "in the service of the state"

means to be –

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

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.

Commissioner of Oaths

Signed and sworn to before me at

on this the..... day of..... 20..... by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths

Position:

Address

.....

.....

Tel:

Apply official stamp of authority on this page:

This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisition process. (Must be submitted annually)

SCHEDULE 9: PROOF OF AUTHORITY OF SIGNATORY

The Tenderer shall attach to this page a **certified** copy of the proof of authority of signatory.

SCHEDULE 10: DOCUMENTS OF INCORPORATION

The Tenderer shall attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or partnership. In case of a joint venture between two or more firms, the tenderer shall attach a copy of the document of incorporation of the joint venture.

SCHEDULE 11: LETTER OF GOOD STANDING

1. A valid Letter of Good Standing in the name of the entity from the **COMPENSATION COMMISSIONER** or a certified copy thereof must be attached to this page unless the tenderer is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof for the tenderer on record. The onus is on the tenderer to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.

A letter of good standing for “tender purposes” from the Department of Labour will also be accepted.

If no such document/s as specified by the Municipality is submitted or on record, the tender will be disqualified.

OR

A valid Letter of Good Standing in the name of the entity from **THE FEDERATED EMPLOYERS’ MUTUAL ASSURANCE COMPANY LIMITED** or a certified copy thereof must be attached to this page unless the tenderer is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from The Federated Employers’ Mutual Assurance Company Limited or a certified copy thereof for the tenderer on record. The onus is on the tenderer to ensure that the Municipality has a valid Letter of Good Standing from The Federated Employers’ Mutual Assurance Company Limited or a certified copy thereof on record.

A letter of good standing in the name of the entity for “tender purposes” will also be accepted.

If no such document/s as specified by the Municipality is submitted or on record, the tender will be disqualified.

SCHEDULE 12: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

SCHEDULE 13: JOINT VENTURE AGREEMENT, IF APPLICABLE
--

The Tenderer shall attach to this page a Joint Venture Agreement, if applicable.

SCHEDULE 14: PROOF OF PAYMENT OF MUNICIPAL RATES AND TAXES

The Tenderer shall attach to this page proof of payment of municipal rates and taxes or municipal services charges in support of Schedule 16.

Please note: Should the tenderer intend claiming preference points for local enterprise status, points shall only be awarded if proof of payment is attached.

SCHEDULE 15: RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

No.	Date	Title or Detail
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

*Attach additional pages if more space is required.

Signature: _____ Date: _____

Print Name: _____ Position: _____

Tenderer: _____

SCHEDULE 16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This document serves as a claim form to qualify for preference points in respect of Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and must accompany an original certified copy of the applicable certificate.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point system is applicable to all tenders:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2 The value of this tender is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore only the 80/20 preference point system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

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

1.4 The maximum points for this tender are allocated as follows:

	POINTS
Price	80
B-BBEE status level of contributor	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a tenderer 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 tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“tender”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive tendering processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE PREFERENCE POINT SYSTEM

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{\min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. TENDER DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 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 or QSE

(Tick applicable box)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:

8.3 Company registration number:

8.4 TYPE OF COMPANY/FIRM

☐ Partnership/Joint Venture/Consortium

- ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:

8.8 **Total number of years the company/firm has been in business:**

8.9 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-BBE 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-BBEE 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 tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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.

Signature of Tenderers:

Date:

Address:

.....

WITNESSES:

1.

2.

SCHEDULE 17: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Tendering Document must form part of all tenders 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 tender of any tenderer may be rejected if that tenderer, or any of its directors have:
 - a. abused the municipality's/municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**

Item	Question	Yes	No
4.1	<p>Is the tenderer 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?</p> <p>(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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the tenderer 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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the tenderer 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 tenderer 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 tenderer 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

.....
Position

.....
Name of Tenderer

SCHEDULE 18: CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Tender Document (MBD) must form part of all tenders¹ 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 tendering (or tender rigging). ² Collusive tendering 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. takes all reasonable steps to prevent such abuse.
 - b. rejects the tender of any tenderer if that tenderer 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. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the tendering 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 tenders are considered, reasonable steps are taken to prevent any form of tender rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination (MBD 9) must be completed and submitted with the tender:

¹ Includes price quotations, advertised competitive tenders, limited tenders and proposals.

² Tender rigging (or collusive tendering) 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 tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

.....
(Tender Number and Description)

in response to the invitation for the tender made by: **CAPE WINELANDS DISTRICT 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 Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf

of the tenderer;

4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) Has been requested to submit a tender in response to this tender invitation;
 - (b) Could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) Provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer
6. The tenderer has arrived at the accompanying tender 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 tendering.
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 tender;
 - (e) The submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) Tendering with the intention not to win the tender.
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 tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender 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 tenders and contracts, tenders 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 Tenderer

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.

SCHEDULE 19: CLAIMING PREFERENCE POINTS

List all partners/members/directors of this enterprise

Van/Surnam /Ifani	Voornaam First name/Amagama	ID Nr./No. Inombolo	State Employee Number

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (Act 53 of 2003)

LW! Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word tesame met die **MBD 6.1 Eisvorm** vir punte.

NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card must be submitted with the **MBD 6.1 Claim Form**.

QAPHELA! Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, kufuneka ukuba isicelo sakho sekopi eqinisekisiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card ihambe kunye nefomu eyi **MBD 6.1 Claim Form**.

Vir meer inligting besoek: / For more information please visit: / Inkcukach ezithe vetshe uzakuzifumana aph:

The Department of Trade and Industry: <http://bee.thedti.gov.za/>
 South African National Accreditation System: <http://www.sanas.co.za/directory.php>
 Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

Besigheid of persoon se naam:-/ Business or person's name:-/Igama leshishini okanye lomntu

- | | |
|---|--|
| <p>**1. Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op ras.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on race.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo ngokobuhlanga.</p> | <div style="border: 1px solid black; height: 60px; width: 40px; margin: 0 auto;"></div> |
| <p>2. Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op geslag.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on gender.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo ngokwesini.</p> | <div style="border: 1px solid black; height: 60px; width: 40px; margin: 0 auto;"></div> |
| <p>3. Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op gestremdheid.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on disability.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo ngokobulwelwe.</p> | <div style="border: 1px solid black; height: 60px; width: 40px; margin: 0 auto;"></div> |
| <p>4. Persentasie aandeelhouding van persone geklassifiseer as jeug. (18 – 35 Jaar oud).
 Percentage of shareholding of persons in the business classified as youth. (18 – 35 Years old)
 Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba lulutsha (18 – 35 Yeminyaka)</p> | <div style="border: 1px solid black; height: 60px; width: 40px; margin: 0 auto;"></div> |
| <p>5. Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit

 Is your business established within the area of jurisdiction of the District Municipality? In / Out
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle</p> | <div style="display: flex; align-items: center; justify-content: center;"> <input style="width: 20px; height: 20px; margin-right: 5px;" type="checkbox"/> In/Ngaphakathi

 <input style="width: 20px; height: 20px; margin-right: 5px;" type="checkbox"/> Uit/Out/Ngap handle </div> |
| <p>6. Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee
 Do you make use of local labour (job creation)? Yes / No
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi</p> | <div style="display: flex; align-items: center; justify-content: center;"> <input style="width: 20px; height: 20px; margin-right: 5px;" type="checkbox"/> Ja/Yes/Ewe

 <input style="width: 20px; height: 20px; margin-right: 5px;" type="checkbox"/> Nee/No/Hayi </div> |

SCHEDULE 20 : CREDIT ORDER INSTRUCTION

It is the policy of the Cape Winelands District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

DETAILS OF FIRM/INSTITUTION	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
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85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

[illegible]

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:	
--	--

NAME OF BANK																	
NAME OF BRANCH																	
BRANCH CODE																	
ACCOUNT NUMBER																	
TYPE OF ACCOUNT			<div>1 = Cheque</div> <div>2 = Savings</div>														

I/we hereby request and authorise the Cape Winelands district municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

.....
INITIALS AND SURNAME

.....
 AUTHORISED SIGNATURE

DATE

.....
TELEPHONE NUMBER:

FOR BANK USE ONLY

I/we hereby certify that the details of our client's bank account as indicated on the credit order instruction is correct:

.....
AUTHORISED SIGNATURE

OFFICIAL DATE STAMP

SCHEDULE 21: HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. A CWDM Safety Specification will be provided to the successful tenderer. The tenderer 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 successful tenderer shall prepare and submit within ten (10) calendar days from date of officially being awarded the tender, a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work, all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers 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 tenderer shall also consider the additional requirements stated in the Project Specifications that will be provided by the Cape Winelands District Municipality to the successful tenderer when drawing up the Health and Safety Plan for the contract.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

SCHEDULE 22: PRELIMINARY PROGRAM

The tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for the Contract, to this page.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also consider the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

THE CONTRACT PART C1: AGREEMENTS AND CONTRACT DATA

	Page
C1.1 Form of Offer and Acceptance.....	45 - 50
C1.2 Contract Data.....	51 - 53
C1.3 Occupational Health and Safety Agreement.....	54 - 55

IMPORTANT NOTE:

The Tender Form (Offer by Tenderer) shall be completed and signed by all tenderer. Failure to properly complete and sign the Tender Form shall lead to disqualification of the tender.

The Acceptance Form shall be signed by the Employer to formalise the Contract Agreement after the successful tenderer has been formally notified of award.

The Schedule of Deviations forms an integral part of the Contract Agreement.

C1.1: FORM OF OFFER AND ACCEPTANCE

(AGREEMENT)

OFFER BY TENDERER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works: **Contract No: Q 2020/103: INDUSTRIAL FIRE MAZE CWDM FIRE STATION STELLENBOSCH**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

<u>OFFER</u>	
Tender total brought forward from page 59	R
Allow the sum of R 10,000.00 (Ten Thousand Rand) NET for contingencies to be used as directed by the Client or deducted in whole or in part if not utilized.	R <u>10,000.00</u>
SUB-TOTAL	R
VAT @15%	R
TENDER AMOUNT	R
Tender amount in words:	
.....	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature: *(Of person authorized to sign the tender):*

Name: *(Of signatory in capital letters):*

Capacity: *(Of signatory):*

Name of Tenderer: *(Organisation):*

Address:

.....

Telephone number: **Fax number:**

Witness:

Signature:

Name: *(In capital letters):*.....

Date:

[Failure of a Tenderer to complete and sign this Form of Offer will invalidate the tender]

ACCEPTANCE BY EMPLOYER

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part C1 Agreement, and Contract Data, (which include this Agreement)
Part C2 Pricing Data, including the Bill of Quantities
Part C3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks after receiving a formal Letter of Award, including the Schedule of Deviations (if any), contact the Employer or its agent (whose details are given in the Contract Data) to arrange the delivery of bonds, guarantees and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, upon receipt of which the Employer will execute the contract by signing this Agreement. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature:

Name: *(In capital letters)*.....

Capacity:

Name of Employer (Organisation).....

Address:

.....

Witness Signature: **Name:**

Date:

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification, or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here,
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1. **Subject:**
Details:
.....
2. **Subject:**
Details:
.....
3. **Subject:**
Details:
.....
4. **Subject:**
Details:
.....
5. **Subject:**
Details:
.....
6. **Subject:**
Details:
.....

By the duly authorised representatives signing this Agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

FOR THE TENDERER:

Signature:

Name: *(In capital letters)*

Capacity:

Name of Tenderer *(Organisation)*.....

Address:

.....

Witness: Signature: **Name** *(In capital letters)*:

Date:

FOR THE EMPLOYER:

Signature:

Name: *(In capital letters)*.....

Capacity:

Name of Employer *(Organisation)*

Address:

.....

Witness: Signature: **Name** *(In capital letters)*:

Date:

CONFIRMATION OF RECEIPT

The Tenderer (now Contractor) identified in the Offer part of this Agreement hereby confirms receipt from the Employer identified in the Acceptance part of this Agreement of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the day) of(month) 20..... at (place)

FOR THE CONTRACTOR:

Signature:

Name: *(In capital letters)*.....

Capacity:

Name of Contractor *(Organisation)*

Address:

.....

Witness Signature: **Name** *(In capital letters)*:

Date:

FOR THE EMPLOYER:

Signature:

Name: *(In capital letters)*.....

Capacity:

Name of Employer *(Organisation)*

Address:

.....

Witness Signature: **Name** *(In capital letters)*:

Date:

C1.2 : CONTRACT DATA (PART 1)

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (Short Form), First Edition (2018) available from the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works (Short Form) First Edition (2018) are applicable to this Contract:

Compulsory Data

- 1.1.1.13 The Defects Liability Period is six (6) months.
- 1.1.1.14 The time for achieving Practical Completion is three (3) months.
- 1.1.1.15 The name of the Employer is CAPE WINELANDS DISTRICT MUNICIPALITY.
- 1.2.1.2 The address of the Employer is:
- 29 Du Toit Street
Stellenbosch
7600
- P.O. Box 100
Stellenbosch
7599
- Telephone: 086 126 5263
E-mail: admin@capewinelands.gov.za
- 1.1.1.24 The Pricing Strategy is a Fixed Price Contract.
- 1.1.1.12/5.8.1 The non-working days are Sundays.
The special non-working days are: 1) Public Holidays.
2) The year-end break commencing on 16 December 2020 and ending on 06 January 2021.
- 5.3.1 The documentation required before commencing with the Works are:
- 1) Programme
2) Health and Safety Plan
- The time to submit the documentation required before commencement of the Works is ten (10) working days.
- 5.13.1 The penalty for late completion of the Works is R 500.00 per calendar day.

- 6.10.1 Add: Interim payments will be limited to 60% of Contract Value, the final certificate will be 40% of Contract Value.
- 6.10.3 The limit of retention money is 10% per certificate until it reaches 5% of the contract value where interim payments are made.
- 6.10.9 Add: The final Payment Certificate will be 40% of the Contract Value.
- 10.5.1 Dispute resolution shall be by standing adjudication.
- 10.7.1 The determination of disputes shall be by arbitration

Part 2: Data provided by the Contractor

1.1.1.9 The name of the Contractor is

1.2.1.2 The address of the Contractor is (Notices to be received):

Street Address:

Postal Address:

E-mail:

Telephone:

6.1.1 Payment will be done according to Clause 6.10 of the General Conditions of Contract for Construction Works (Short Form), First Edition (2018).

6.2.1 No security to be provided by the Contractor.

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

CONTRACT NUMBER: Q 2020/103- INDUSTRIAL FIRE MAZE CWDM FIRE STATION STELLENBOSCH

AGREEMENT MADE AND ENTERED INTO BETWEEN CAPE WINELANDS DISTRICT MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

I.....
Contractor/ Mandatary/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT NO. 85 OF 1993 AS AMENDED

I,, representing

....., as an employer
In its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/we are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR

Compensation Insurer: Federated Employers' Mutual Assurance Company Limited

Policy Number:

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractor employed by me will enter into an Occupational Health Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at..... on the day of 20.....

Witness

Mandatary

Signed at..... on the day of 20.....

Witness

**for and on behalf of Cape Winelands
District Municipality**

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

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

PART C2: PRICING DATA

	Page
C2.1: Pricing Assumptions.....	57 - 58
C2.2: Bill of Quantities.....	59

C2.1: PRICING INSTRUCTIONS

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Contract Specification) and the Drawings.

C2.1.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The short description given in the Bill of Quantities are a brief description used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Works.

C2.1.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The Works as finally completed with the contract shall be measured and paid for as specified in the Bill of Quantities, and the contract price for the completed contract shall be computed at the relevant unit rates, sums, percentage fee and/or prices, all in accordance with the General and Special Conditions of Contract, the Specifications and Contract Specifications and the Drawings.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C2.1.1.4 PRICING OF THE BILL OF QUANTITIES

OVERVIEW

The Bills of Quantities include the price for the purchase of material, labour and construction of facility up till final completion at the specified sites as described in the Scope of Works.

C2.1.1.5 LOCAL PRODUCTION AND CONTENT

This tender is subject to Regulation 8 “Local Production and Content” of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (No. R.32 dated 20 January 2017). Submitting of MBD 6.2 is compulsory.

The Declaration Certificate for Local Production and Content (MBD 6.2) together with the Annexures C, D & E must be completed, duly signed and submitted with the bidder. Bidders must clearly indicate in their bids the quantities to be supplied and the level of local content for each product.

Steel Construction Material	Components	Local Content Threshold
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers 7 treads, ladders, steel flooring, floor grating, hand railing and balustrading, scaffolding, ducting,	100%

	gutters, launders, downpipes and trusses	
Joining / Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs, brackets	100%
Frames	Doors and Windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding, colour coated cladding	100%
Fasteners	Bolts, nuts, rivets and nails	100%
Wire Products	All fencing product, all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails, tacks, springs and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural support	100%
Gutters, downpipes and launders	Fabricated materials made from sheeting associated with roof drainage systems	100%
Steel Construction Materials		Local Content Threshold
Plates (>4.5mm thick and supplied in flat pieces)		100%
Sheets (<4.5mm thick and supplied with coils)		100%
Galvanised and colour Coated Coils		100%
Wire Rod and Drawn wire		100%
Sections (Channels, Angles, I-Beams and H –Beams)		100%
Reinforcing bars		100%

C2.2: BILL OF QUANTITIES

BILL OF QUANTITIES (Page 1/1)

Item No		Unit	Quantity	Rate	Amount
	<u>BILL No. 1</u>			R	
	<u>INDUSTRIAL FIRE MAZE</u>				
	<u>NOTE:</u> <u>When pricing the following section, it must be read in conjunction with the Specifications on Pages 61 – 64 and Drawings and Details on Pages 65 - 78</u>				
A	Labour and material converting section/s of the existing Tower Training Simulator into an Industrial Fire Maze to Specifications, Drawings and Details attached. <i>(Total cost to include Supervision, Overheads and Profit, etc. as may be required)</i>	no	1		
	<u>CAMERA INSTALLATION</u>				
B	Supply and install camera system to Specifications inside maze including connecting system to Control Room/Office and Laptop complete. <i>(Distance from Fire Maze to Control Room/Office via pipe ducting under road does not exceed 40m)</i>	no	1		
	TOTAL CARRIED FORWARD TO FORM OF OFFER: C1.1 – PAGE 45			R	

PART C3: SCOPE OF WORK

	Page
C3.1 Description of Work.....	61 - 64
C3.2 Drawings.....	65 - 79

C3.1: DESCRIPTION OF WORK

1. PURPOSE

Formal Written Price Quotations are hereby requested from Service Providers to convert part of the existing Tower Training Simulator into an Industrial Fire Maze at the CWDM Fire Station in Stellenbosch.

2. BACKGROUND

The Training Division of the CWDM Fire Fighting Services is in a constant quest to upgrade their training facilities for specialized training purposes.

3. DISCUSSION

3.1. Logistical Requirements

The successful tenderer must supply all the necessary *labour, material, plant, equipment, scaffolding, tools, sundry material*, etc. for the work as measured in the Bill of Quantities and as specified. The total cost must also allow for *Supervision, Overheads* and *Profit* and must be built into the unit rates unless separately measured in the Bill of Quantities. The CWDM Fire Station is located in Drukkerslaan, Stellenbosch.

3.2. Remuneration

- 3.2.1 No upfront payments will be made.
- 3.2.2. No payments will be made for material on site.
- 3.2.3. Final payment to the contractor will only be affected on completion of the project.
- 3.2.4. Any fees or remuneration are inclusive of Value Added Tax where applicable.

3.3. Scope of Work

The scope of work involves the conversion of part of the existing Tower Training Simulator into an Industrial Fire Maze at the CWDM Fire Station in Stellenbosch.

3.4. Product Specification

A section/s of the existing Tower Training Simulator at the CWDM Fire Station in Stellenbosch must be converted into an Industrial Fire Maze for specialized training purposes.

SPECIFICATION INDUSTRIAL FIRE MAZE

Floor boards (Refer Drawing Page 73)

- Twenty (20 no.) floor boards 920 x 979 x 32mm with rubber coating for harder wearing and protection factors to be supplied and installed.

Support uprights (Refer Drawing Page 66)

- Twenty-one (21 no.) supports 50mm \emptyset x 2 360mm high to support maze structure and roof to be supplied and installed.
- Support uprights to be fitted with 130mm \emptyset x 40mm thick steel connectors to allow the maze route to be changeable.
- Steel support connectors to have eight (8 no.) x 12mm \emptyset holes for support pins.

- Support uprights to be primed and painted black in color.

Various floor boards

Various types of floor boards to be supplied to replicate different environments.

Mesh floor boards (Refer Drawing Page 78)

- Three (3 no.) mesh floor boards 920 x 816 x 32mm to be supplied and installed.

Floor board with hatch (Refer Drawing Page 79)

- Two (2 no.) floor boards 990 x 920 x 32mm with 570mm Ø hatch hole fitted with two heavy duty hinges to be supplied and installed.

Floor board with hole (Refer Drawing Page 72)

- Two (2 no.) floor boards 990 x 920 x 32mm with 570mm Ø hatch hole with hatch to be supplied and installed.

Cages

- Forty (40 no.) mesh cages size 722 x 902mm made up of 20mm square tubular welded frame with mesh spot-welded on to frame, supplied and installed. Frames to be fitted with support pins to be used with support rings. Support pins to be at least 100mm high and pins to have locking support once installed correctly. Frames primed and painted black. (Refer Drawing Page 76)
- Four (4 no.) small bar cages size 895 x 300mm high with 20mm square tubular welded frame with one (1) intermediate horizontal bar supplied and installed. Frames to be fitted with support pins to be used with support rings. Support pins to be at least 100mm high and pins to have locking support once installed correctly. Frames primed and painted black. (Refer Drawing Page 69)
- Six (6 no.) large bar cages size 895 x 892mm high with 20mm square tubular welded frame with four (4) intermediate vertical bars supplied and installed. Frames to be fitted with support pins to be used with support rings. Support pins to be at least 100mm high and pins to have locking support once installed correctly. Frames primed and painted black. (Refer Drawing Page 70)

Tunnels

- One (1 no.) tunnel assembly 2 200mm long x 580mm Ø with locking support frame made up of 20mm square tubular frame spaced 2 000mm apart. Frame to be fitted with support pins to be used with support rings. Support pins to be at least 100mm high and pins to have locking support once installed correctly. Tunnel assembly primed and painted black. (Refer Drawing Page 67)
- One (1 no.) Tunnel assembly 1 200mm long x 580mm Ø with locking support frame made up of 20mm square tubular frame spaced 1 000mm apart. Frame to be fitted with support pins to be used with support rings. Support pins to be at least 100mm high and pins to have locking support once installed correctly. Tunnel assembly primed and painted black. (Refer Drawing Page 68)

Internal Camera System

- Hikvision 8ch NVR kit 6 x 2MP IP cameras or similar model to be installed for the connection and viewing of live training scenarios.
- Camera system to be connected to a 42 Inch TV in control room as well as being able to connect to a laptop.

- Six (6) Hikvision 2MP IP cameras or similar model to be installed in training maze to allow instructors clear view of live training scenarios.
- Cameras to be installed on both sides and on each level of the maze.
- Camera system to be installed using POE and inside trunking.

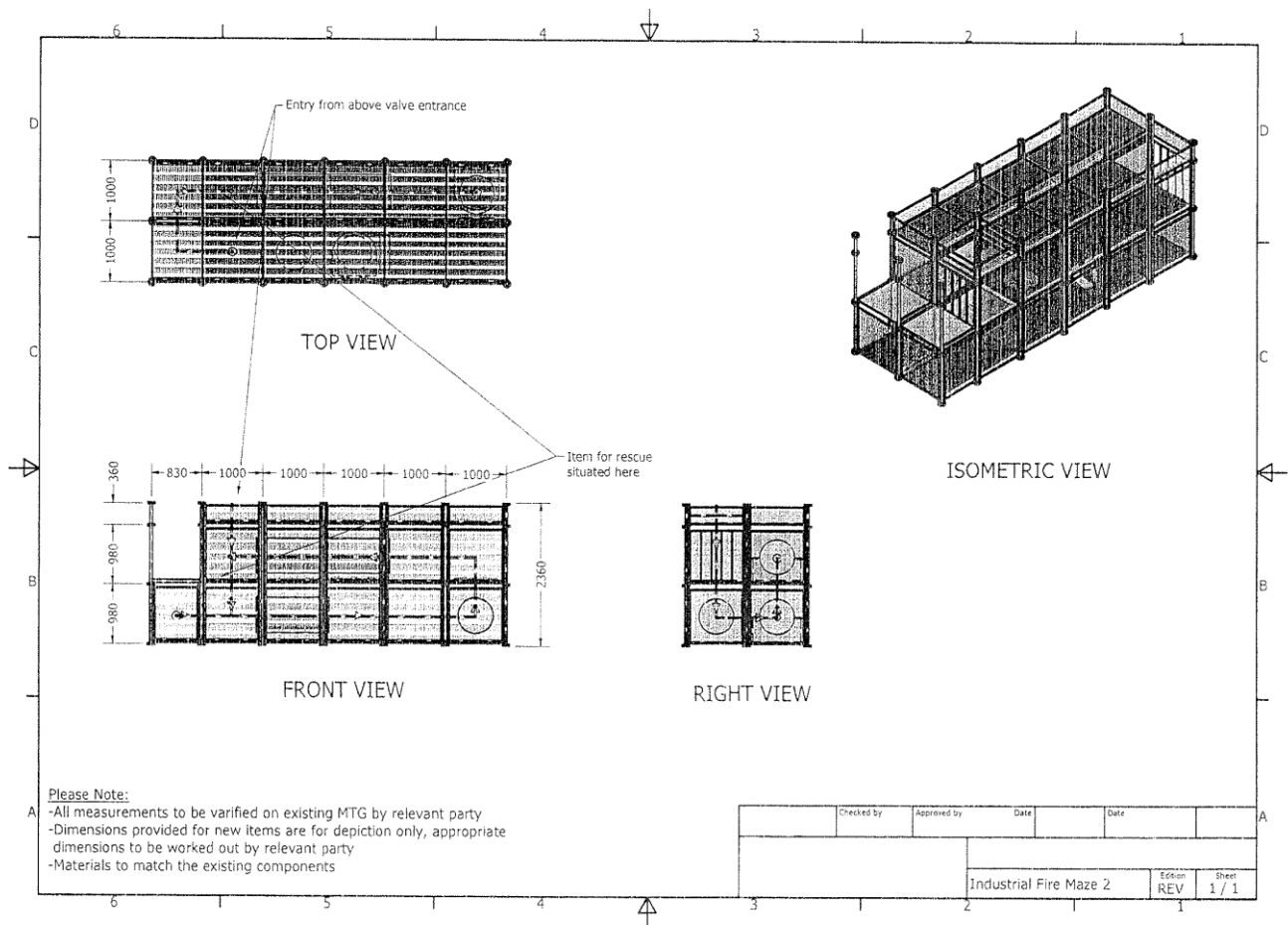
3.5. General

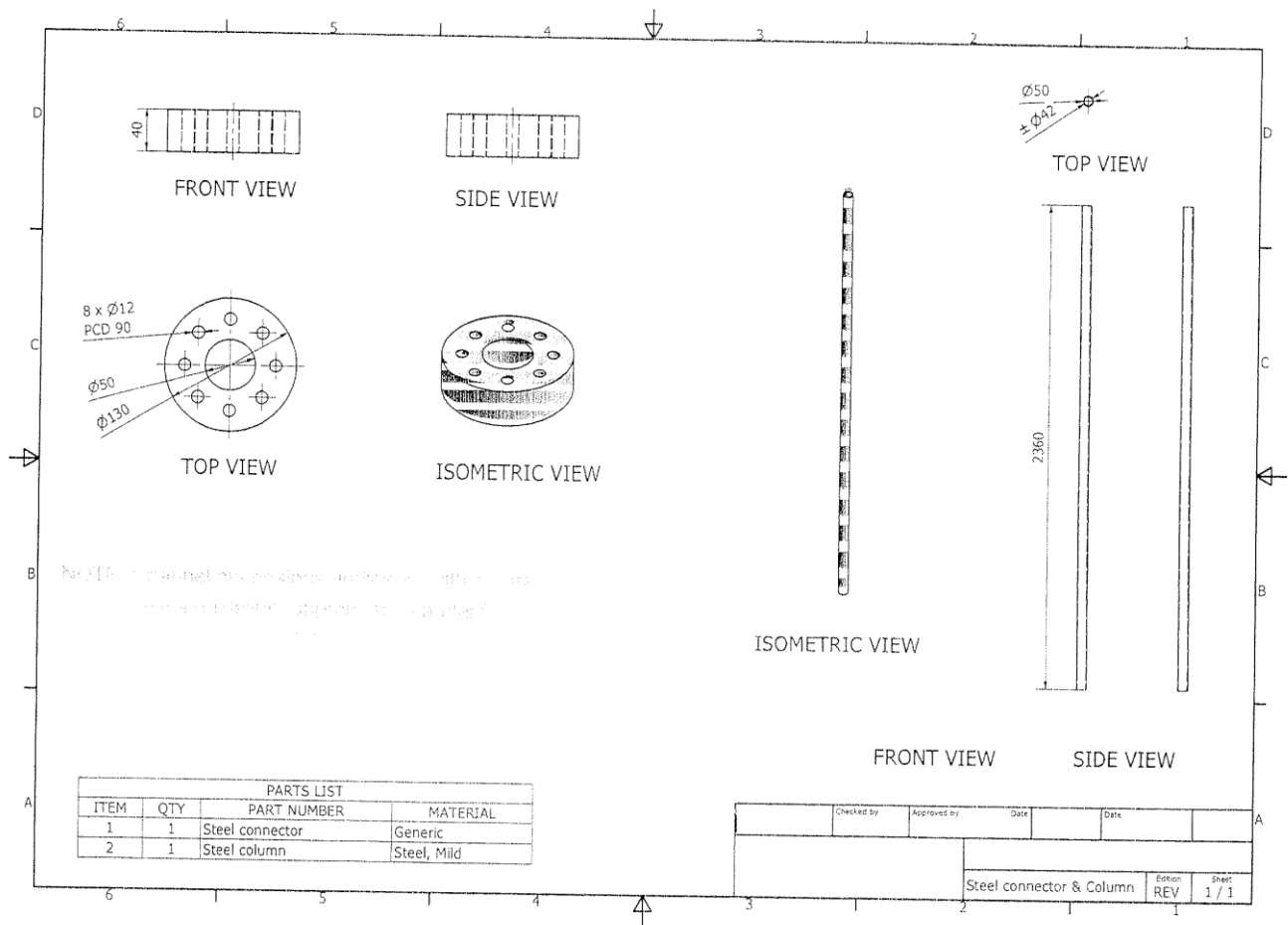
To ensure proper standards of delivery, all tender submissions must comply with the following criteria:

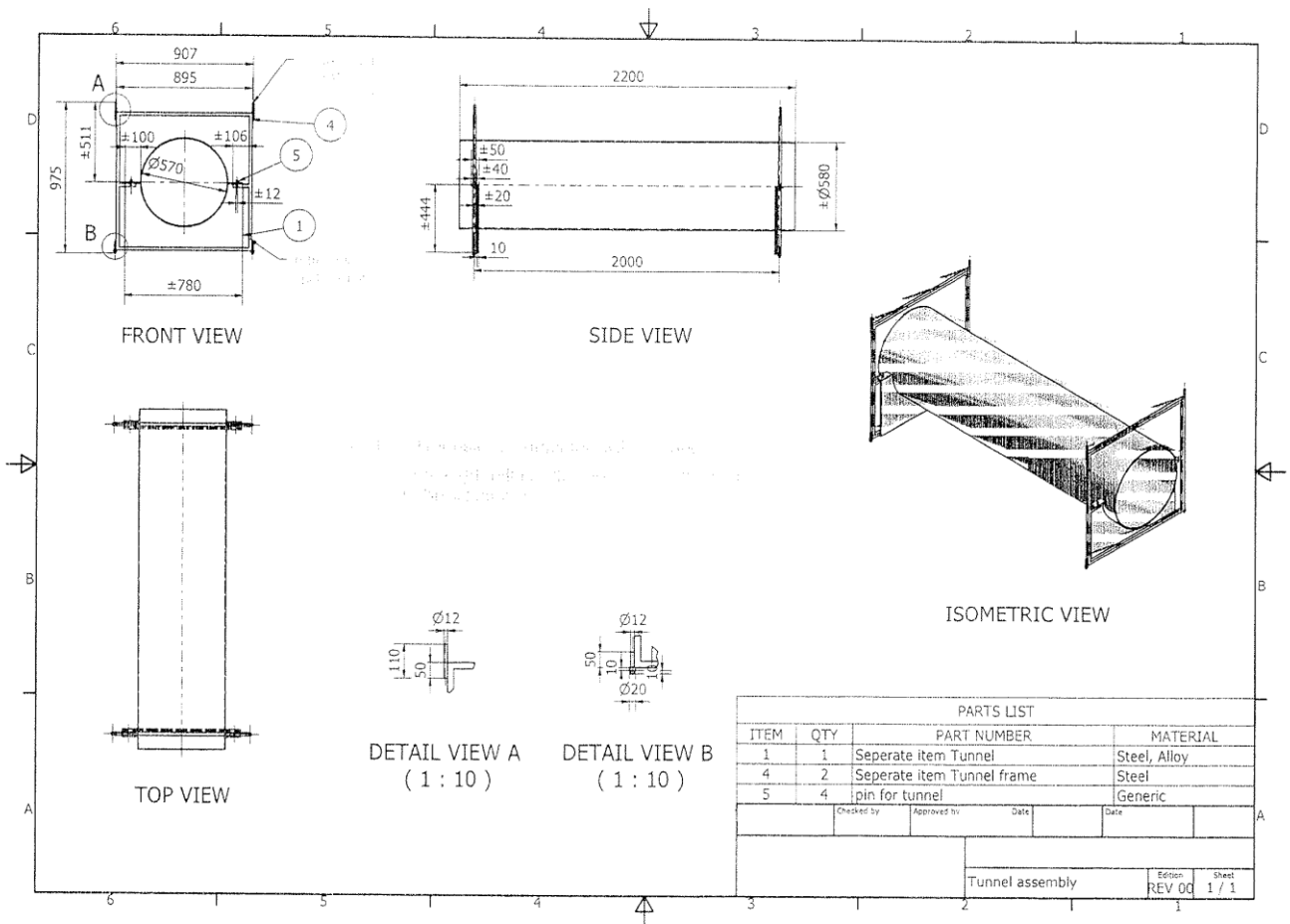
- 3.5.1. The contractor must have a CIDB contractor's grading of **1 SF** or higher. Failure to provide proof will lead to disqualification.
- 3.5.2. No work will be carried out by the Service Provider until such time as an official order has been issued.
- 3.5.3. The successful contractor shall commence with the work within ten (10) working days from receiving the official order to do so. Failure to comply with this tender condition could lead to the cancellation of the tender.
- 3.5.4. Penalties for late completion will be R 500.00 per calendar day. The work must be completed on or before 20 (Date of completion will be confirmed with the successful contractor)
- 3.5.5. This tender excludes any electrical installation, disconnection and re-instatement as may be necessary.
- 3.5.6. The successful contractor shall within ten (10) working days from officially being awarded the tender, provide proof of the following Insurances being in place:
 - 3.5.6.1. Public Liability Insurance (R 5 Million)
 - 3.5.6.2. Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum enough to provide for their replacement.
 - 3.5.6.3. Motor Vehicle Liability Insurance including Passenger Liability Indemnity.
- 3.5.7. All materials where not explicitly specified are to comply with the South African Bureau of Standards. If no such standards exist, all materials are further subject to being passed by inspection prior to being installed.
- 3.5.8. The offices, depots, sites etc. will be fully operational during the execution of the work. The work area as well as the surrounding area must be kept clean during installation work. Rubble must be removed at regular intervals. Noise and dust levels must be kept to an absolute minimum.
- 3.5.9. Prior to the commencement of any work, the contractor shall inspect the site with a representative of this municipality to acquaint him/her with the actual site conditions, as the contractor shall be held liable for any damage caused by their activities.
- 3.5.10. Fresh water will be available from existing water points free of charge. The contractor to supply own water hoses should it be required. Wasting of water will not be allowed.
- 3.5.11. Electricity will be made available on site free of charge for this contract. The contractor to supply own electrical extension cords etc. as may be required.
- 3.5.12. This tender shall assume that the work will be executed continuously as per the work programme without

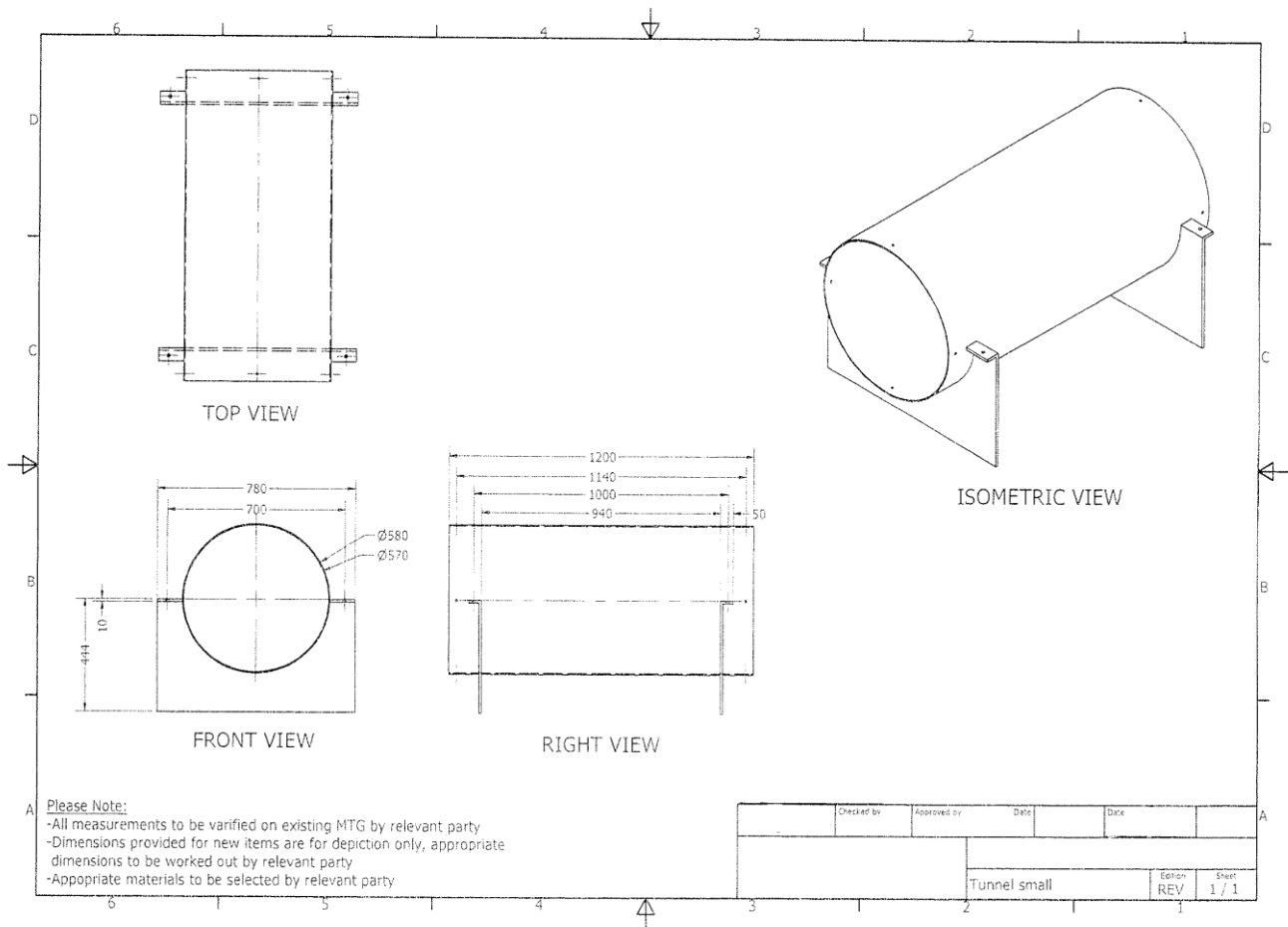
any delays caused by either the CWDM or other parties employed by the CWDM. Any delays must be brought to the immediate attention of the municipality's representative on this project for verification and recording purposes. No claim for "standing-time" will be entertained unless the proper procedures have been followed.

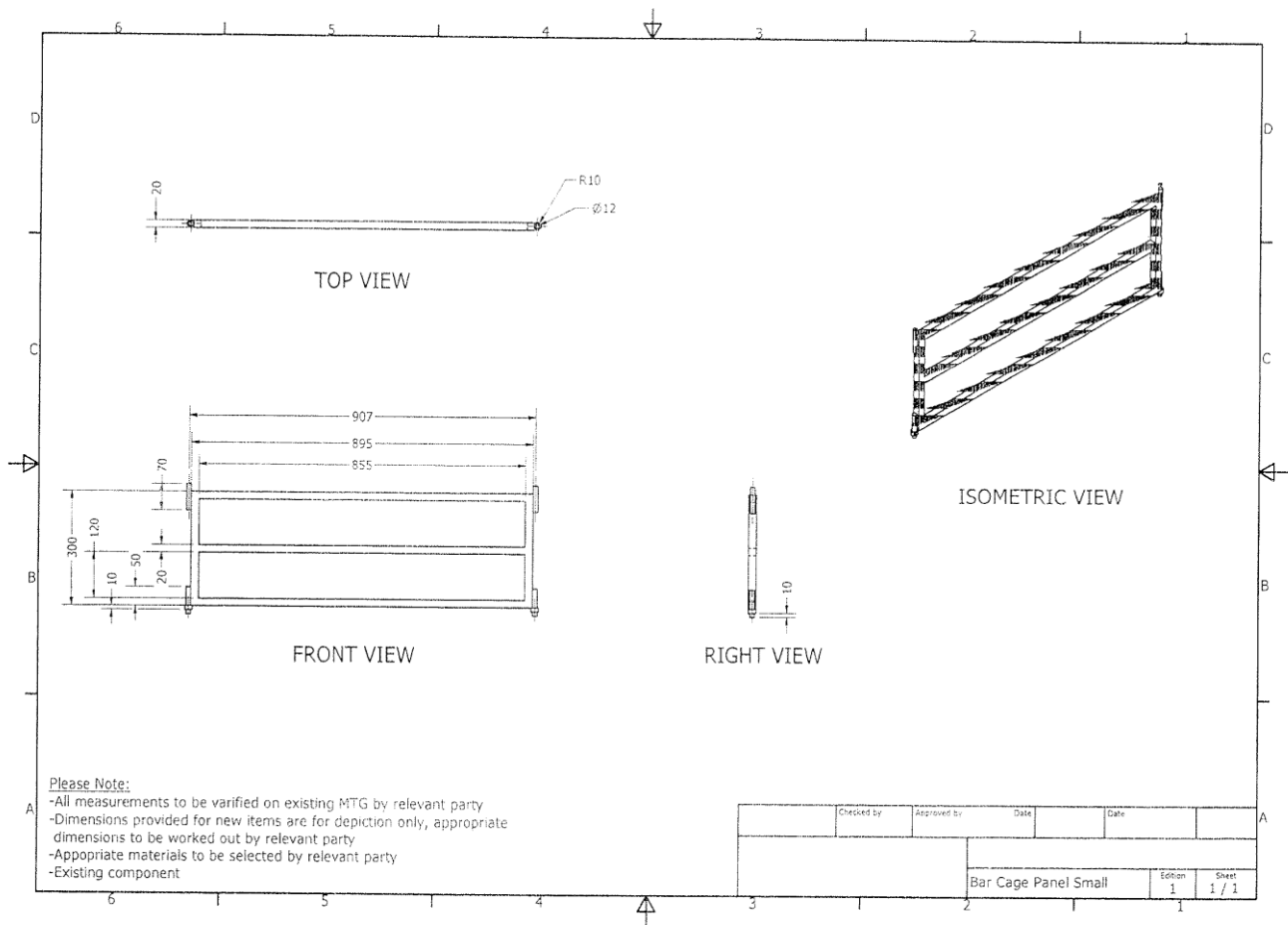
- 3.5.13. All employees of the contractor shall be required to wear easy identifiable clothing with the contractor's name on the rear of all clothing/ overall. No dirty or untidy clothing/ overalls are to be worn on site. All workers shall be confined to the immediate area of operation.
 - 3.5.14. All known services will be pointed out by the employer at the site inspection/site hand-over meeting. The contractor shall take all measures available to him in order not to disrupt services by damaging existing services during the working operations. All damages to existing services will be for his account.
 - 3.5.15. The contractor must supply suitable barriers around the site to protect the public and parked vehicles from building activities.
 - 3.5.16. Tenderers shall establish by special viewing of the site conditions any restrictions imposed by the existing buildings, limited means of access and the like.
 - 3.5.17. The area of work to be occupied by the contractor, any restriction to the area and the limit of access or exit will be pointed out by the employer to the contractor on handing over of the site.
 - 3.5.18. Whilst the employer shall not impose restrictions upon the contractor's working hours, the contractor shall take all measures available to him to minimise noisy operations during business hours. Such measures will include inter alia the use of silent compressors and strict control on workmen. If the contractor wishes to work over weekends, special arrangements must be made with the client, and only on the client's approval, can such operations continue.
 - 3.5.19. The Tenderer must allow in his tender for a fully qualified Site Supervisor site as his representative for the full duration of the works.**
 - 3.5.20. The contractor must allow in his tender for sufficient chemical toilets depending on the size of the work team with built-in hand washing facilities for the specific use of the workers for the full duration of the project. Under no circumstances will the workers be allowed to use the ablution facilities of the CWDM. Sufficient toilet paper as well as sundry toilet cleaning material and equipment must be supplied by the Contractor. The toilets must be cleaned at regular intervals.**
-

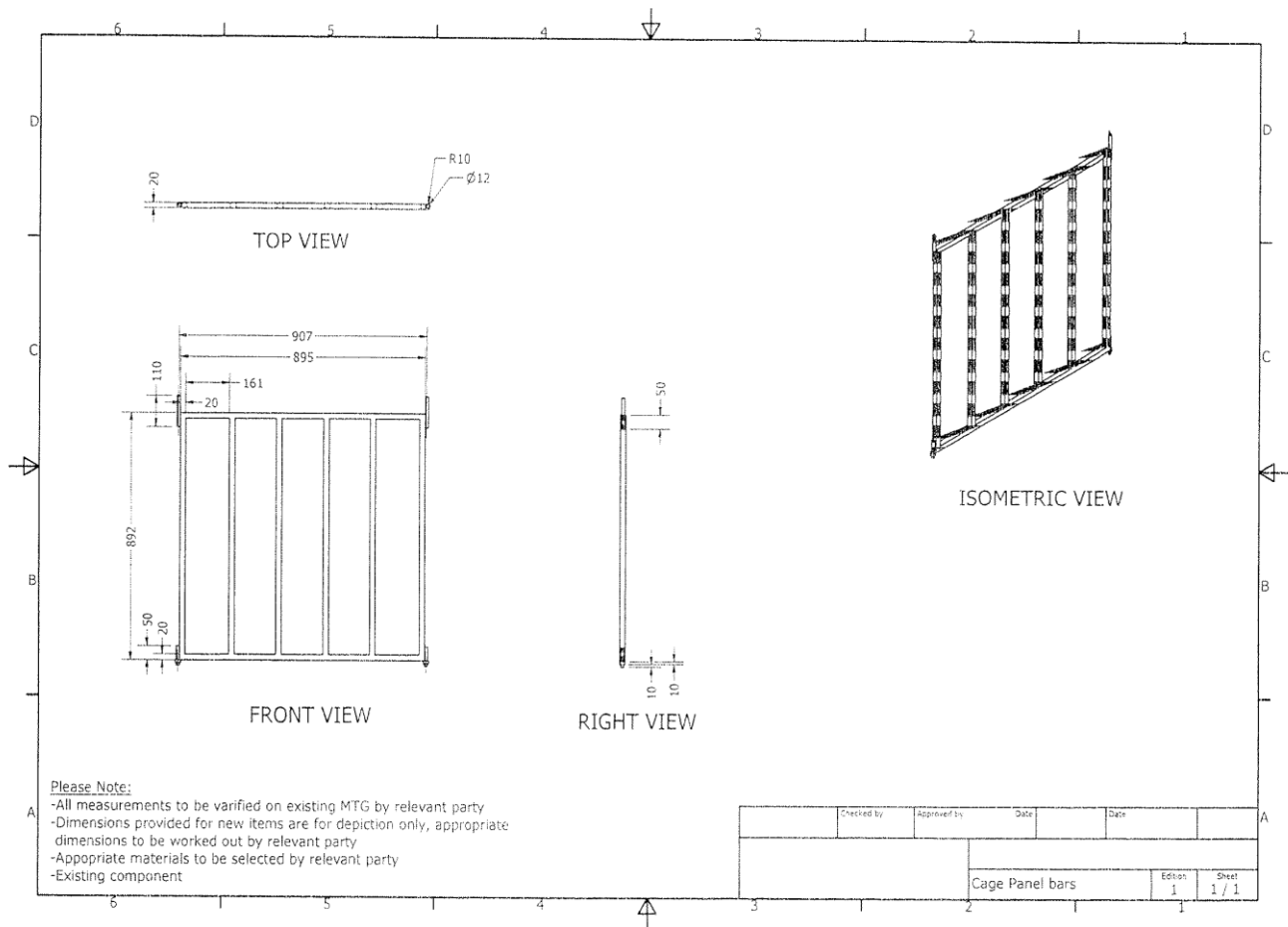


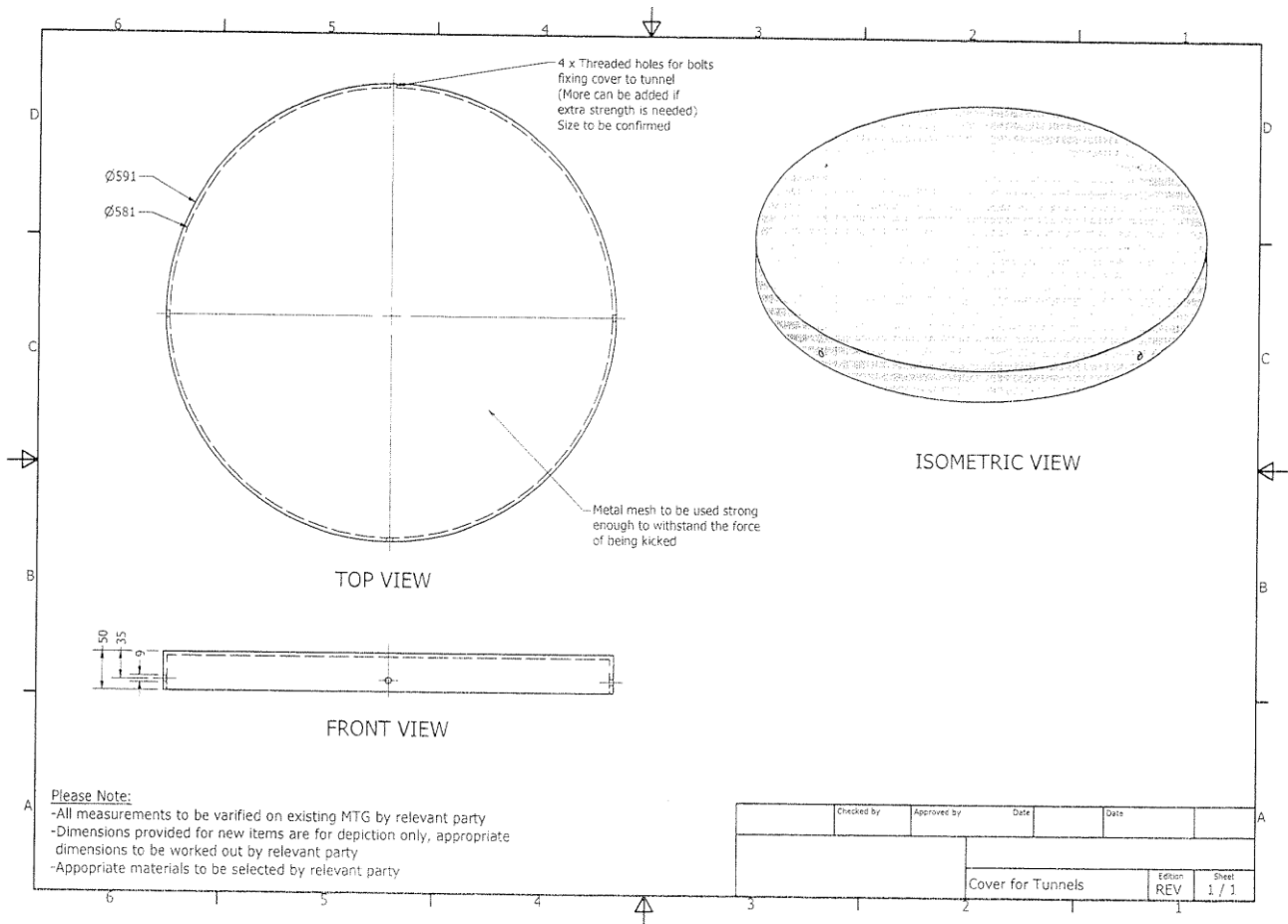


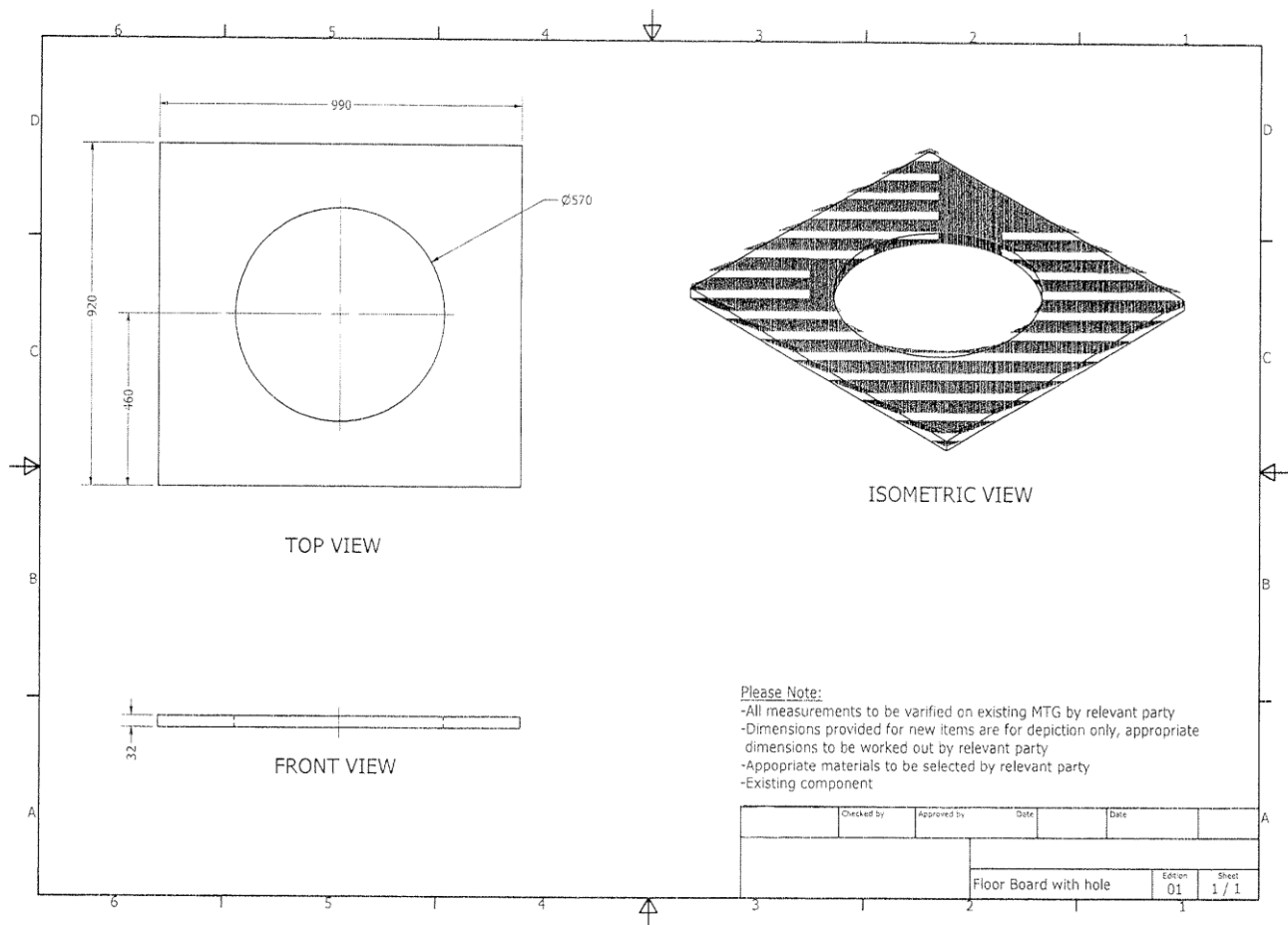


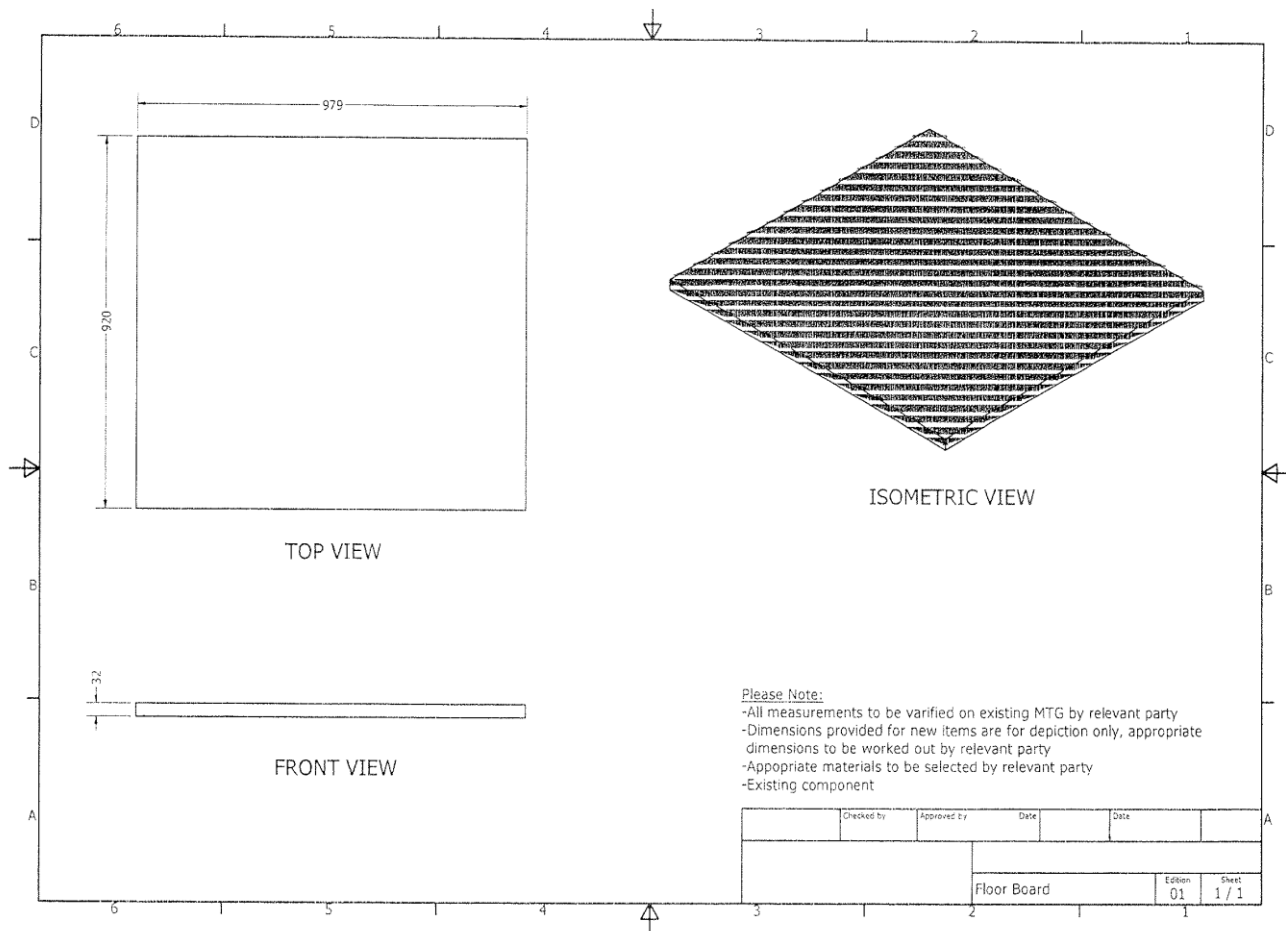


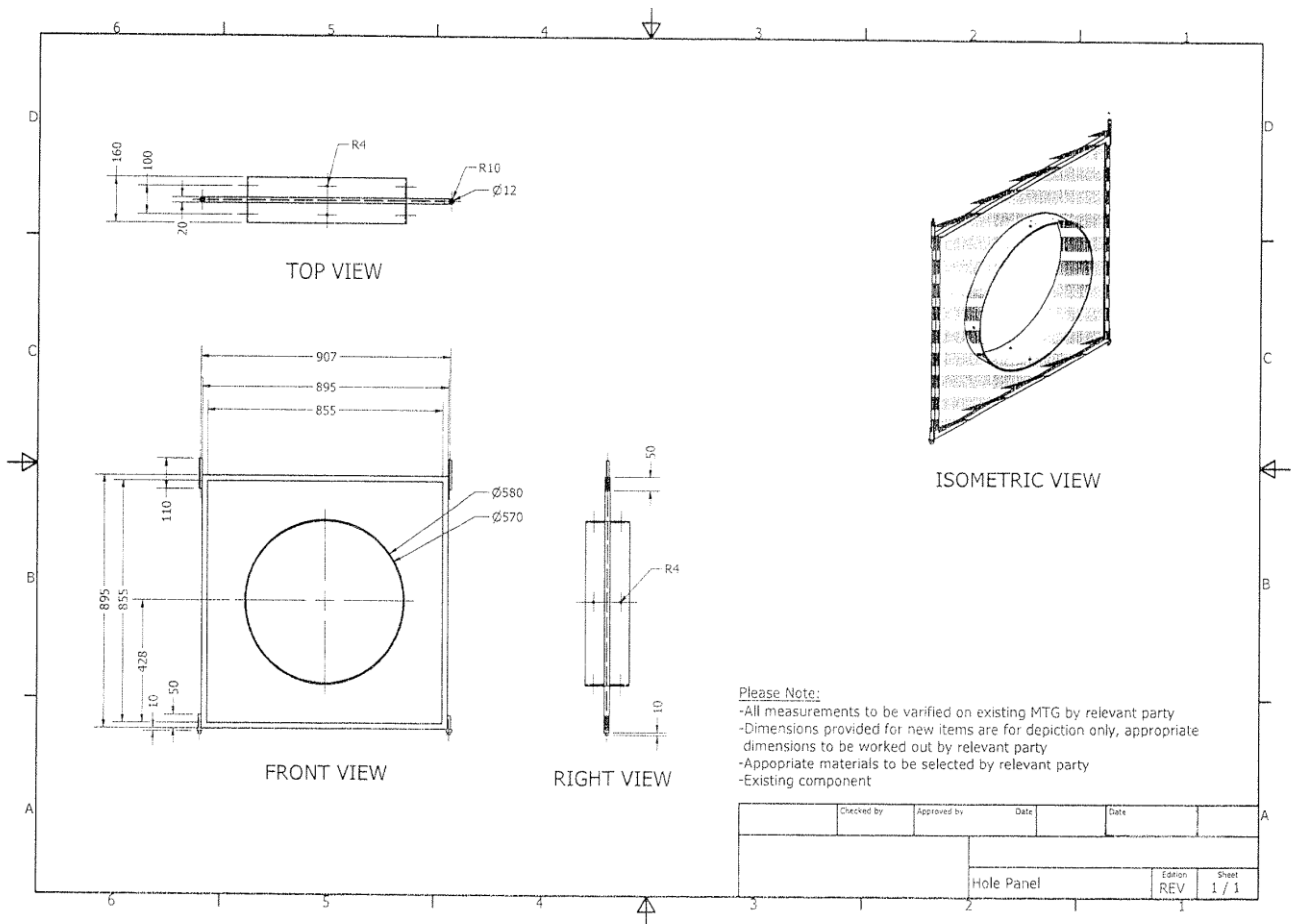


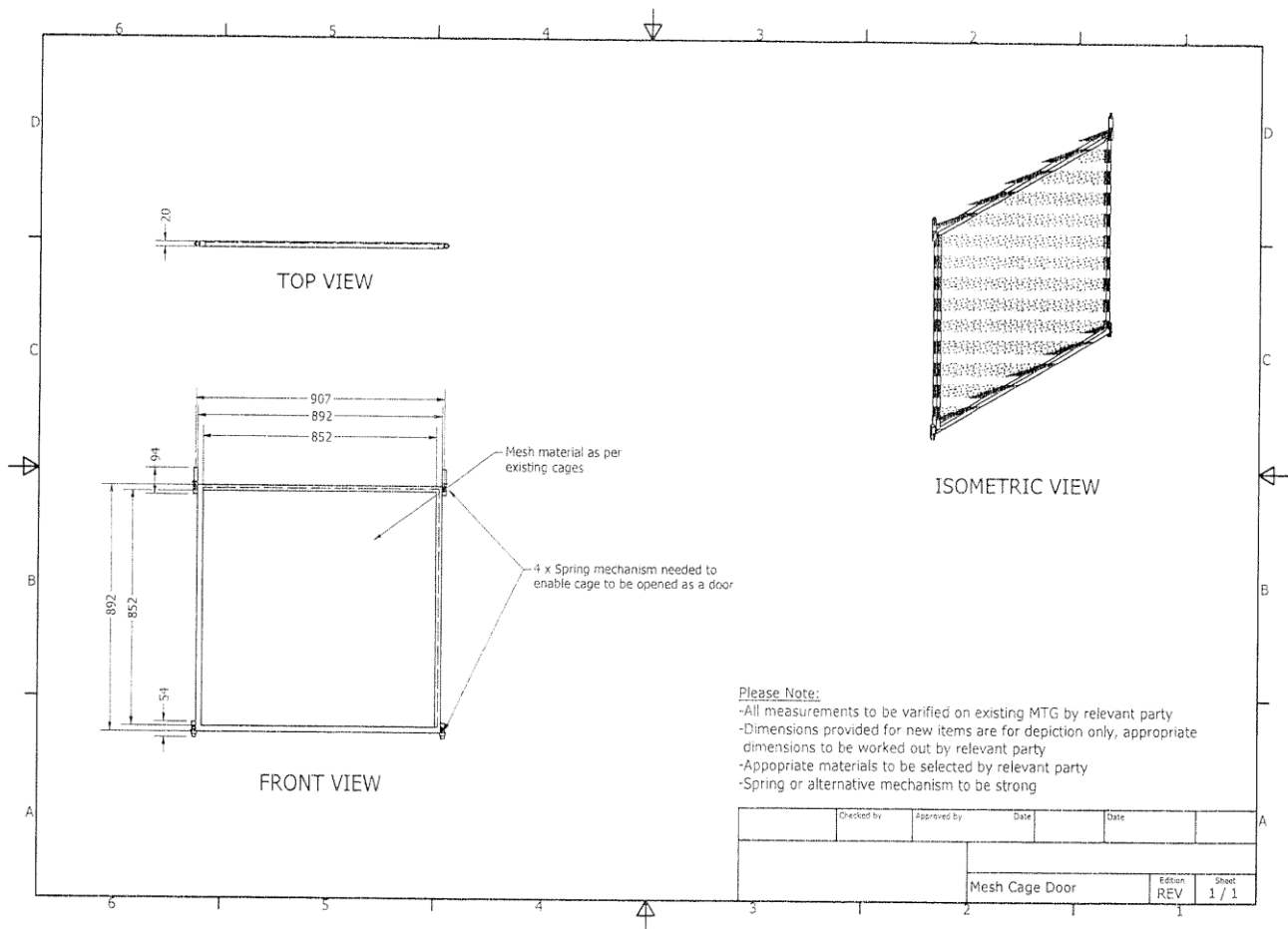


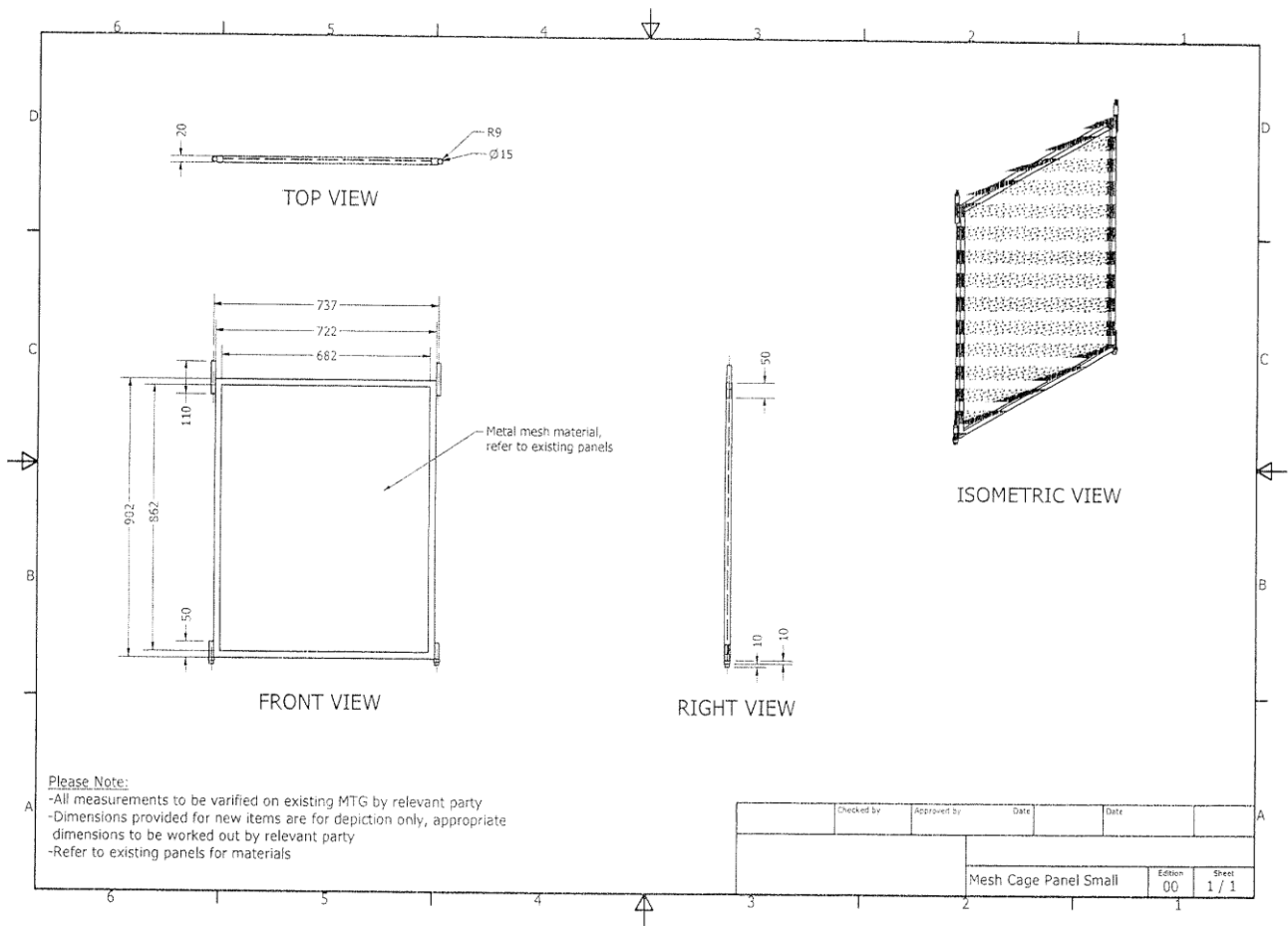


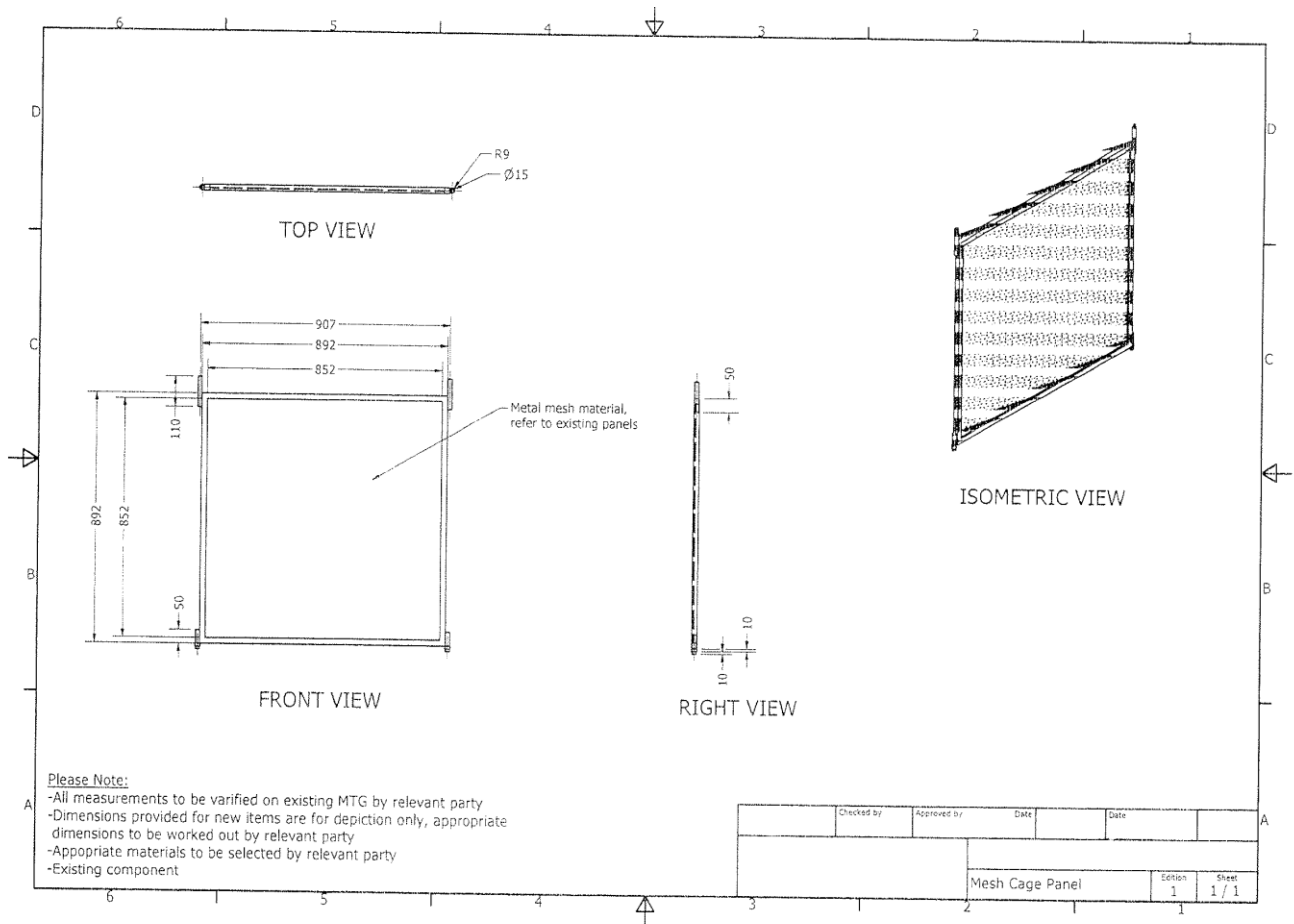


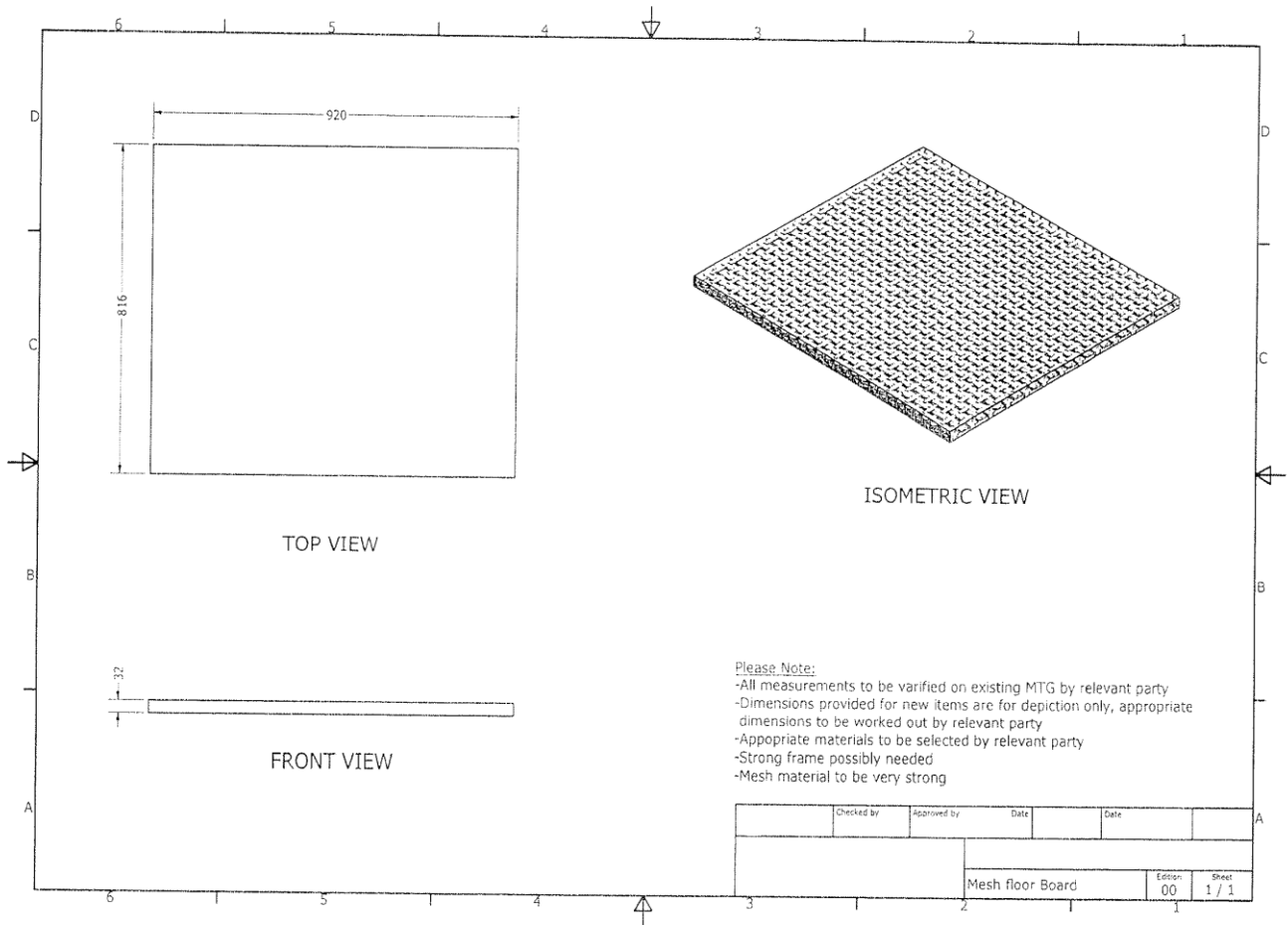


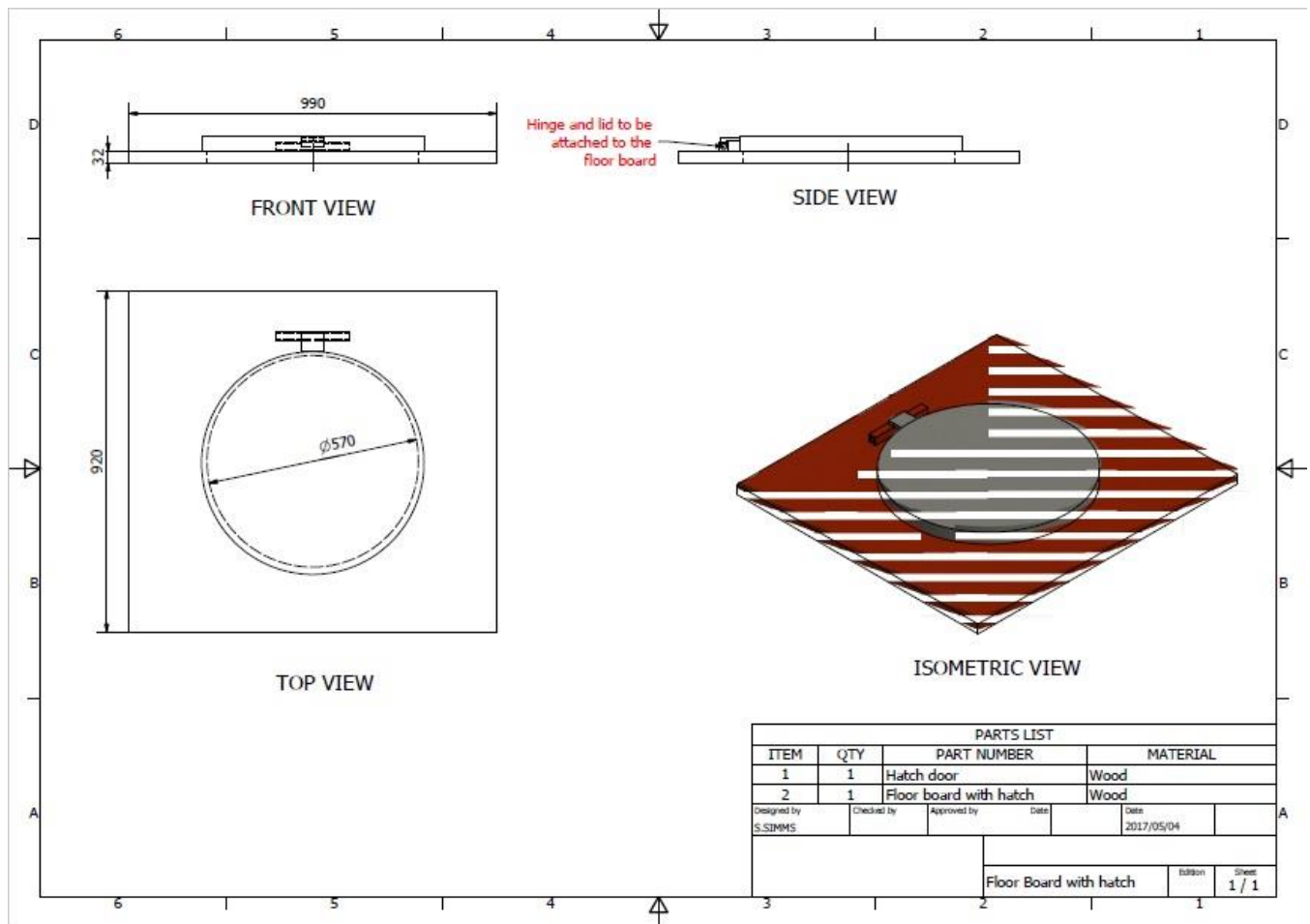












DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)

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, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 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.
- 1.4. 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand 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 South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
--	-------------------------------------

Fabricate Structural Steel	100 %
Joining / Connecting Components	100 %
Frames	100 %
Roof and Cladding	100 %
Fasteners	100 %
Wire products	100 %
Ducting and Structural Pipework	100 %
Gutters, downpipes and launders	100 %
Plates	100 %
Sheets	100 %
Galvanized and colour coated coils	100 %
Wire rod and drawn wire	100 %
Sections	100 %
Reinforcing bars	100 %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
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3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

**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: CAPE WINELANDS DISTRICT MUNICIPALITY

NB

- 1 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.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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:
 - (i) 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 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R	
Imported content (x), as calculated in terms of SATS 1286:2011	R	
Stipulated minimum threshold for local content (paragraph 3 above)		
Local content %, as calculated in terms of SATS 1286:2011		

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (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 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Note: VAT to be excluded from all calculations

(C1)	Tender No.	
(C2)	Tender description:	
(C3)	Designated product(s)	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION
(C4)	Tender Authority:	CAPE WINELANDS DISTRICT MUNICIPALITY
(C5)	Tendering Entity name:	
(C6)	Tender Exchange Rate:	Pula <input type="text"/> EU <input type="text"/> GBP <input type="text"/>
(C7)	Specified local content %	

[illegible]

Signature of tenderer from Annex B

Date:

(C20) Total tender value	-
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(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C4) Total local content

(C25) Average local content % of tender

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.			
(D2) Tender description:			
(D3) Designated Products:	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION		
(D4) Tender Authority:	CAPE WINELANDS DISTRICT MUNICIPALITY		
(D5) Tendering Entity name:			
(D6) Tender Exchange Rate:	Pula	EU	GBP

Note: VAT to be excluded from all calculations

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value										-	
This total must correspond with Annex C- C21											

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
(D32) Total imported value by tenderer										-	

C. Imported by a 3rd party and supplied to the Tenderer

Calculation of imported content										Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party										-	

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

Date:

This total must correspond with Annex C - C 23

Local Content Declaration - Supporting Schedule to Annex C

Note: VAT to be excluded from all calculations

(E10)	Manpower costs	(Tenderer's manpower cost)		-
(E11)	Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)		-
(E12)	Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)		-
			(E13) Total local content	

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____