



**CAPE WINELANDS DISTRICT**  
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

**WPQ Q 2022/108**  
**SUPPLY AND INSTALL A NEW WIRE**  
**PERIMETER FENCE AND GATE AT THE CWDM**  
**OFFICE BUILDING IN MONTAGU**

(RETURNABLE DOCUMENT)

<b>Name of Tenderer</b>			
<b>Postal Address</b>	<hr/> <hr/> <hr/>		
<b>Telephone number</b>			
<b>E-Mail address</b>			
<b>TOTAL BID PRICE (INCL. VAT)</b> <i>(Refer to page 37)</i>			
<b>COMPLETION PERIOD:</b>	June 2022 or as mutually agreed	<b>B-BBEE LEVEL CLAIMED:</b>	

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Financial and Strategic Support Services  
Supply Chain Management  
Tel: 086 126 5263

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# THE TENDER

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## Part T1: Tendering procedures

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# **T1.1 Tender Notice and Invitation to Tender**

## **T1.1.1 TENDER NOTICE**

The Cape Winelands District Municipality (CWDM) invites tenders from Service Providers for the supply and installation of a new wire perimeter fence and gate at the CWDM Office Building in Montagu.

It is estimated that tenderers must have a CIDB contractor grading of **1 SQ** or higher.

Technical enquiries regarding this bid may be directed to **Mr T. Solomon** at tel. **0861 265 263**.

All prospective tenderers must ensure that they are registered and accredited on the CWDM's Supplier Database and National Treasury's Central Supplier Database.

Tender documents, in English, are available free of charge on the websites: [www.capewinelands.gov.za](http://www.capewinelands.gov.za) or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document can be obtained from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 210.00 per document.

Queries relating to the issuing of these documents may be addressed to **Ms E Niemand**, Tel No: **0861 265 263**, or E-Mail: [elmine@capewinelands.gov.za](mailto:elmine@capewinelands.gov.za)

**Closing date: 11:00 on Friday, 19 May 2023.**

Tenders must only be submitted on the tender documentation that is issued.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at **29 Du Toit Street, Stellenbosch** on the abovementioned time and date.

All bids received will be opened in public. Late proposals and proposals submitted by e-mail or fax will under no circumstances be accepted. The CWDM reserves the right to withdraw any proposal, invitation and/or to re-advertise or to reject any proposals or to accept any part of it. The CWDM does not bind itself to accepting the lowest bid or to award a contract to the bidder who scores the highest number of points.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

**HF PRINS  
MUNICIPAL MANAGER**

**INVITATION TO BID – MBD 1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	<b>Q2022/108</b>	Closing date:	<b>19/05/2023</b>	Closing time:	<b>11h00</b>
Description	<b>SUPPLY AND INSTALLATION OF A NEW WIRE PERIMETER FENCE AT THE CWDM OFFICE BUILDING IN MONTAGU</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH</b>					
SUPPLIER INFORMATION					
Name of bidder					
Postal address					
Street address					
Telephone number	Code		Number		
Cell phone number					
E-mail address					
VAT registration number					
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> yes <input type="checkbox"/> no		B-BBEE status level sworn affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
<b>Are you the accredited representative</b> in South Africa for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]		<b>Are you a foreign based supplier</b> for the goods / services / works offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If yes, answer part b:3]	
Total number of items offered			Total bid price	R	
Signature of bidder			Date		
Capacity under which this bid is signed					
TECHNICAL INFORMATION MAY BE DIRECTED TO:					
Contact person	Tommy Solomon				
Telephone number	021 888 5204				
E-mail address	thomas@capewineland.gov.za				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED					
Contact person	Elmine Niemand				
Telephone number	021 888 5175				
E-mail address	elmine@capewineland.gov.za				

<b>TERMS AND CONDITIONS FOR BIDDING – PART B</b>	
<b>1. BID SUBMISSION:</b>	
1.1.	Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.
1.2.	All bids must be submitted on the official forms provided– (not to be re-typed) or <b>online</b> .
1.3.	This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	Bidders must ensure compliance with their tax obligations.
2.2	Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status.
2.3	Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e-filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a> .
2.4	Foreign suppliers must complete the pre-award questionnaire in part b:3.
2.5	Bidders may also submit a printed TCS certificate together with the bid.
2.6	In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / pin / CSD number.
2.7	Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	Is the entity a resident of the republic of South Africa (RSA)? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.2.	Does the entity have a branch in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.3.	Does the entity have a permanent establishment in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.4.	Does the entity have any source of income in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No
3.5.	Is the entity liable in the RSA for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>If the answer is “no” to all the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.</b>	
<b>NB: failure to provide any of the above particulars may render the bid invalid. No bids will be considered from persons in the service of the state.</b>	

Signature (s): .....

Name (s): .....

Capacity for the Tenderer: .....

Date: .....



## T1.2: TENDER DATA

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The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See [www.cidb.org.za](http://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

#### C.1 General

##### C.1.1 Actions

Add the following:

The Employer is the Cape Winelands District Municipality.

##### C.1.2 Tender Documents

Add the following:

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

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

The following documents form part of this contract:

- **VOLUME 1:** *The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).*
- **VOLUME 2:** *The South African Bureau of Standards Standardized Specification for Construction Procurement SANS 10845, prepared by and obtainable from the South African Bureau of Standards, Private Bag X191, Pretoria 0001, Tel: (012) 428 6929, Fax: (012) 428 6928, Web site: [www.stansa.co.za](http://www.stansa.co.za).*

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

- **National Treasury - Government Procurement: General Conditions of Contract**

##### C.1.4 Communication and Employer's Contact

Add the following:

The Employer's Agent is T. Solomon

Name: Department: Technical Services / Division: Facilities Management

Address: P.O. Box 100, Stellenbosch, 7599

Attention: T. Solomon

Tel: 021 888 5204

e-mail: [thomas@capewinelands.gov.za](mailto:thomas@capewinelands.gov.za)

##### C.1.6 Procurement procedures

###### C.1.6.2 Competitive negotiation procedure

Add the following:

A competitive negotiation procedure will **not** be followed.

###### C.1.6.3 Proposal procedure using two-stage system

Add the following:

A two-stage system will **not** be followed.



**C.2 Tenderer's obligations****C.2.1 Eligibility****C.2.1.1** *Add the following:*

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

C.2.1.1.1 As a statutory requirement, the contractor must be registered with the Construction Industry Development Board (CIDB). The contractor must have a CIDB contractor's grading of **1 SQ** or higher. Proof of Registration and a valid Letter of Good Standing must be handed in with the tender in this regard.

C.2.1.1.2 As a statutory requirement, the contractor must be registered with the Department of Employment and Labour for Compensation for Occupational Injury and Diseases Act (COIDA) or any other accredited Compensation Insurer. Proof of Registration and a valid Letter of Good Standing must be handed in with the tender in this regard.

**C.2.7 Clarification meeting**

*Add the following:*

A clarification meeting will be held, and the date and time is stated in the Tender Notice and Invitation to Tender.

**C.2.9 Insurance**

*Add the following:*

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

**C.2.12 Alternative tender offers****C2.12.1** *Replace with:*

No alternative tender offers will be accepted.

**C.2.13 Submitting a Tender Offer**

*Add the following:*

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 well as "Uncompleted Tender".

**C.2.13.3** Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.

**C.2.13.5** Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.

**C.2.13.6** A two-envelope procedure will **not** be followed.

**C.2.13.7** The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: 29 Du Toit Street, **STELLENBOSCH**,7600

Physical address: 29 Du Toit Street, **STELLENBOSCH**, 7600

Identification details: **Q 2022/108**

Title of Tender: **SUPPLY AND INSTALLATION OF A NEW WIRE PERIMETER FENCE AT THE CWDM OFFICE BUILDING IN MONTAGU**

**C.2.15 Closing time****C.2.15.1** *Add the following:*

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

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

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: 29 Du Toit Street, **STELLENBOSCH**,7600

Physical address: 29 Du Toit Street, **STELLENBOSCH**, 7600

Identification details: **Q 2022/108**

Title of Tender: **SUPPLY AND INSTALLATION OF A NEW WIRE PERIMETER FENCE AT THE CWDM OFFICE BUILDING IN MONTAGU**

**C.2.16 Tender offer validity**

**C.2.16.1** *Add the following:*

The fact and action of handing in a tender to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a tender remains valid and available for a period of 180 calendar days, calculated from the closing date as advertised for the tender, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the tender during this period.

**C.2.23 Certificates**

*Add the following:*

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

**C.3.4 Opening of tender submissions**

*Add the following:*

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

**C.3.5 Two-envelope system**

**C.3.5.1** *Add the following:*

The two-envelope system will **not** be followed for this contract.

*Add the following:*

**C.3.5.2** Functionality will be *evaluated* for this contract

The bidder must complete Form 6 - Schedule of work successfully completed by the tenderer, as part of the Returnable Schedules to obtain relevant points for functionality.

The bidder must complete Form 7 - Schedule of work successfully completed by the Technician as part of the Returnable Schedules to obtain relevant points for functionality.

The description of the functionality of (quality) criteria and the maximum number of evaluation points allocated to each is shown in the table below. The score for functionality (quality) will be the sum of the scores for the individual criteria:

Description	Reference	Scoring			Max Score
		(30)	(20)	(15)	
<b>Company's Previous Experience</b>	(Schedule 6, Page 29) T2.2.7 Returnable Schedules	5 or more similar projects over the past 3 years	3 to 4 similar projects over the past 3 years	2 or less similar projects over the past 3 years	30
<b>Technician's previous experience</b>	(Schedule 7, Page 30 & 31) T2.2.8 & T2.2.9 Returnable Schedules	5 or more similar projects over the past 3 years	3 to 4 similar projects over the past 3 years	2 or less similar projects over the past 3 years	20
<b>Total</b>					50

The tenderer must have successfully completed similar projects to obtain points for functionality. (*Proof must be provided*)

A similar project refers to the supply and installation of wire perimeter fencing. Relevant and valid company reference letters with a contactable person's name, phone number or e-mail address must be submitted with the tender to score points for functionality. No points will be scored if relevant reference letters are not provided. **Reference details provided will be followed up for confirmation purposes.**

A minimum score of 30 points needs to be obtained for functionality to be further evaluated on Price and Preference.

**C.3.11 Evaluation of tender offers**

**C3.11.2** *Add the following.*

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

**C.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.

### **C.3.13 Acceptance of tender offer**

#### **C.3.13.1 Add the following:**

Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted the unique person identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- c) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months.
  - iii) failed to perform on any previous contract and has been given a written notice to this effect.
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

Tender offers will be rejected if they show any conditional or incomplete offers and irregularities of any kind in the tender.

The Employer does not bind himself to accept the lowest priced tender, highest points tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful tenderer for the whole tender.

#### **C.3.13.2 Disputes, objections, complaints, and queries**

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Cape Winelands District Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- b) Objections, complaints, queries, and disputes must be submitted in writing to the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599.

#### **C.3.13.3 Appeals**

- a) In terms of Section 62 of the Systems Act 32 of 2000 a person whose rights are affected by a decision taken by the Cape Winelands District Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
  - i) Reasons and/or grounds for the appeal
  - ii) The way in which the appellants rights have been affected
  - iv) Remedy sought by appellant
- c) Appeals must be submitted in writing to the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599

#### **C.3.13.4 Right to approach the courts & rights in terms of Promotion of Administrative Justice Act (Act 3 of 2000) and Promotion of Access to Information (Act 2 of 2000)**

Clauses C.3.13.2 and C.3.13.3 do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

- a) All legal process and pleadings must be served on the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599
- b) All requests in terms of PAJA and PAIA must be submitted in writing to Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599

### **C.3.17 Provide copies of contracts**

Add the following:

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

## Annexure C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations, and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents, and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect, or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance, or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

##### C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) conflict of interest means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
  - ii) an individual or tenderer can exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.

- d) fraudulent practice means the misrepresentation of the facts to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

**C.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied, and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

**C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same way the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

**C.1.6 Procurement procedures**

**C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified, and fine-tuned to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning, or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

**C.1.6.3 Proposal procedure using the two stage-system**

**C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the

tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

**C.2 Tenderer's obligations**

**C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, to take the addenda into account.

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

**C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**C.2.10 Pricing the tender offer**

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes, and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

**C.2.12 Alternative tender offers**

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

**C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

**C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

**C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

**C.2.19 Inspections, tests, and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.



**C.2.20 Submit securities, bonds, and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**C.2.22 Return of other tender documents**

If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

**C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**C.3 The employer's undertakings**

**C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if consequently:

- a) an individual firm, or a joint venture, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

**C.3.5 Two-envelope system**

- C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.
- C.3.6 Nondisclosure**
- Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price, and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
- C.3.7 Grounds for rejection and disqualification**
- Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
- C.3.8 Test for responsiveness**
- C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- a) complies with the requirements of these Conditions of Tender,
  - b) has been properly and fully completed and signed, and
  - c) is responsive to the other requirements of the tender documents.
- C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
  - c) affect the competitive position of other tenderers presenting responsive tenders if it were to be rectified.
- Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- C.3.9 Arithmetical errors, omissions, and discrepancies**
- C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate.
  - b) omissions made in completing the pricing schedule or bills of quantities; or
  - c) arithmetic errors in:
    - (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    - (ii) the summation of the prices.
- C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either because of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

**C.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

**C.3.11 Evaluation of tender offers**

The Standard Conditions of Tender standardize the procurement processes, methods, and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments, and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing, and price, and least resources to effectively manage and control procurement processes.

**The activities associated with evaluating tender offers are as follows:**

- a) Open and record tender offers received
- b) Determine whether tender offers are complete
- c) Determine whether tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

**C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

**C.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the contract.
- c) has the legal capacity to enter the contract.
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing.
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**C.3.16 Registration of the award**

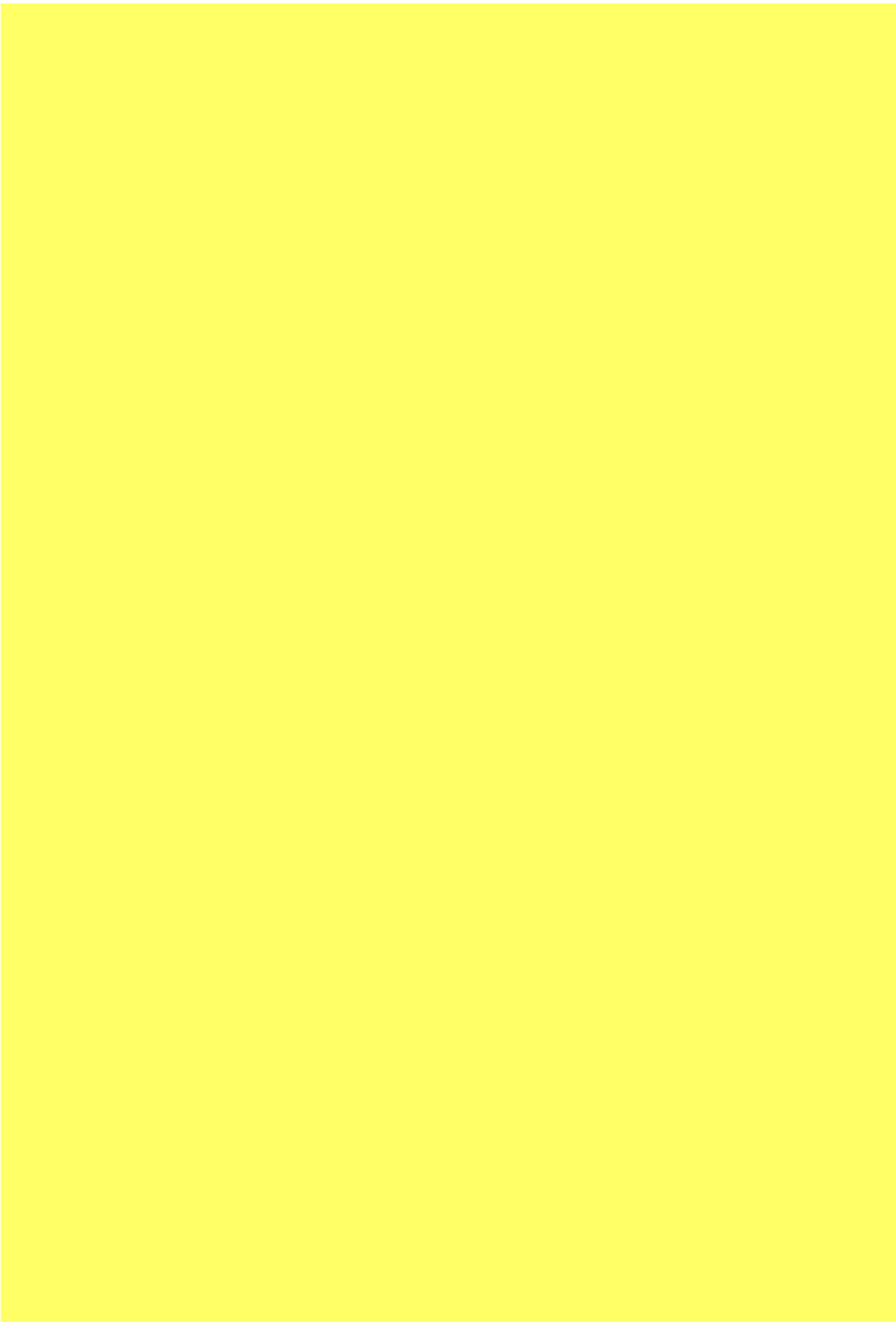
An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

**C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



## PART T2: RETURNABLE DOCUMENTS

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## **PART T 2.1: LIST OF RETURNABLE DOCUMENTS**

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The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable documentation 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 very important that tenderers return **all information requested**.

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

**OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES** (appendix 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)

## PART T2.1 List of Returnable Documents

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The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnables are required for 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 very important that tenderers return all information requested. The tenderer must complete the Returnable Documents in **black ink**:

	<b>Pages</b>
1: COMPULSORY ENTERPRISE QUESTIONNAIRE.....	23-24
2: AUTHORITY OF SIGNATORY.....	25
3: CERTIFICATE OF JOINT VENTURE.....	26
4: CERTIFICATE OF SOLE PROPRIETOR.....	27
5: CERTIFICATE OF CLOSE CORPORATION.....	28
6: TENDERER'S EXPERIENCE.....	29
7: LIST OF CURRENT OR COMPLETED PROJECTS.....	30-31
8: PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER.....	32
9: DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES.....	33
10: DECLARATION OF INTEREST (MBD 4 B).....	34-38
11: TAX CLEARANCE REQUIREMENTS.....	39
12: JOINT VENTURE AGREEMENT, IF APPLICABLE.....	40
13: RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS.....	41
14: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017.....	42-46
15: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	47-48
16: CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	49-50
17: QUESTIONNAIRE.....	51
18: CREDIT ORDER INSTRUCTION.....	52
19: COIDA LETTER OF GOOD STANDING.....	53
20: CIDB CONTRACTOR REGISTRATION.....	54
21: CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION.....	55
22: RECORD OF ADDENDA TO TENDER DOCUMENTS.....	56
23: HEALTH AND SAFETY PLAN.....	57
24: PRELIMINARY WORKS PROGRAMME.....	58

### Other documents required for tender evaluation purposes.

Joint Venture Agreement (if applicable) – append to Schedule 3.

Documentary evidence / proof of registration and verification on Cape Winelands District Municipality Supplier Database. Append to Schedule 21.

Documentary evidence / proof of registration and verification on CIDB Contractor Database. Append to Schedule 21.

B-BBEE Verification Certificate – append to Schedule 14.

### Returnable Schedules that will be incorporated into the Contract.

22: RECORD OF ADDENDA TO TENDER DOCUMENT

Preferencing Schedule(s)

14: PREFERENCING SCHEDULE – B-BBEE STATUS LEVEL CONTRIBUTION PREFERENCE



**PART T 2.1 Returnable Document checklist**

Bidders are required to complete the schedule below indicating that all requested information has been submitted with their offer.

<b>Schedule No.</b>	<b>Document</b>	<b>Please tick if enclosed</b>
1	COMPULSORY ENTERPRISE QUESTIONNAIRE	
2	AUTHORITY OF SIGNATORY	
3	CERTIFICATE OF JOINT VENTURE	
4	CERTIFICATE OF SOLE PROPRIETOR	
5	CERTIFICATE OF CLOSE CORPORATION	
6	PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER	
7	DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES	
8	DECLARATION OF INTEREST (MBD 4B)	
9	TAX CLEARANCE REQUIREMENTS	
10	JOINT VENTURE AGREEMENT, IF APPLICABLE	
11	RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS	
12	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	
13	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
14	CERTIFICATE OF INDEPENDENT BID DETERMINATION	
15	QUESTIONNAIRE	
16	CREDIT ORDER INSTRUCTION	
17	COIDA LETTER OF GOOD STANDING	
18	CIDB CONTRACTOR REGISTRATION	
19	CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION	
20	LOCAL PRODUCTION AND CONTENT	
21	HEALTH AND SAFETY PLAN	
22	PRELIMINARY PROGRAM	
23	RECORD OF ADDENDA TO TENDER DOCUMENTS	
24	TENDERER'S EXPERIENCE	
	CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION	
	DOCUMENTARY EVIDENCE / PROOF OF REGISTRATION AND VERIFICATION ON CAPE WINELANDS DISTRICT MUNICIPALITY SUPPLIER DATABASE	
	B-BBEE VERIFICATION CERTIFICATE	

## PART T 2.2 Returnable Documents

### SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, <b>separate</b> enterprise questionnaires in respect of each partner must be completed and submitted. <b>(Failure to do so may result in your bid being disqualified)</b>		
<b>Section 1:</b>	<b>Name of enterprise:</b> .....	
<b>Section 2:</b>	<b>VAT registration number, if any:</b> .....	
	<b>Has and original and valid TAX clearance certificate been attached under Schedule 2D?</b>	<b>Yes / No</b>
<b>Section 3:</b>	<b>Has a B-BBEE status level verification certificate been submitted?</b> <b>Yes / No</b>	
	<b>If yes, who was the certificate issued by?</b> (Tick applicable box)	
	<input type="checkbox"/> An accounting officer as contemplated in the Close Corporation Act. <input type="checkbox"/> A verification agency accredited by the South African National Accreditation System (SANAS). <input type="checkbox"/> A registered auditor.	
	NB. A B-BBEE status level verification certificate must be submitted to qualify for preference points for B-BBEE.	
<b>Section 4:</b>	<b>CIDB registration number, if any:</b> .....	
<b>Section 5:</b>	<b>Particulars of sole proprietors and partners in partnership</b>	
	<b>Name*</b>	<b>Identity number*</b>
		<b>Personal income tax number*</b>
* Complete only if sole proprietor or partnership and attached separate page if more than 3 partners		
<b>Section 6:</b>	<b>Particulars of companies and close corporations</b>	
	Company registration number: .....	
	Close corporation number: .....	
	Tax reference number: .....	
<b>Section 7:</b>	<b>Record of service of the state</b>	
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"/>
<input type="checkbox"/>	a member of any provincial legislature	<input type="checkbox"/>
<input type="checkbox"/>	a member of the National Assembly or the National Council of Province	<input type="checkbox"/>
<input type="checkbox"/>	a member of the board of directors of any municipal entity	<input type="checkbox"/>
<input type="checkbox"/>	an official of any municipality or municipal entity	<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
		<input type="checkbox"/>
<b>If any of the above boxes are marked, disclose the following:</b> (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

**Section 8: 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<br><input type="checkbox"/> a member of any provincial legislature<br><input type="checkbox"/> a member of the National Assembly or the National Council of Province<br><input type="checkbox"/> a member of the board of directors of any municipal entity<br><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)<br><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity<br><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:	

**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 bidders attached a copy of their Authorized Signatory, it is not necessary to complete this form.

**SCHEDULE 3: 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		

**SCHEDULE 4: CERTIFICATE FOR SOLE PROPRIETOR**

---

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

As witnesses:

1.		Chairman:	
2.		Date:	

**SCHEDULE 5: 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

**SCHEDULE 6: TENDERER'S EXPERIENCE**

Similar projects successfully completed		Maximum possible score
Functionality Criteria		<i>Very briefly describe your experience in the table below and attach evidence this to this schedule</i>
<b>TENDERER'S EXPERIENCE</b>	<b>Entity's Previous Experience</b>	<p>5 or more similar projects over the past 3 years = <b>Excellent (25)</b></p> <p>3 to 4 similar projects over the past 3 years = <b>Good (15)</b></p> <p>2 or less similar projects over the past 3 years = <b>Poor (10)</b></p>
	<b>Project leader previous' experience</b>	<p>5 or more similar projects over the past 3 years = <b>Excellent (25)</b></p> <p>3 to 4 similar projects over the past 3 years = <b>Good (15)</b></p> <p>2 or less similar projects over the past 3 years = <b>Poor (10)</b></p>



**SCHEDULE 7: TENDERER'S EXPERIENCE**

**Current & Completed Contracts**

EMPLOYER/ Contracting Site (Name, Tel, Fax, Email)		DESCRIPTION OF WORK	VALUE OF WORK (INCL. VAT)	DATE STARTED	DATE COMPLETED
Company Name					
Contact Person					
Tel.					
E-mail					
Company Name					
Contact Person					
Tel.					
E-mail					
Company Name					
Contact Person					
Tel.					
E-mail					
Company Name					
Contact Person					
Tel.					
E-mail					
Company Name					
Contact Person					
Tel.					
E-mail					
Company Name					
Contact Person					
Tel.					
Contact Person					

**SCHEDULE 7: TENDERER'S EXPERIENCE**  
**Current & Completed Contracts**

EMPLOYER/ Contracting Site (Name, Tel, Fax, Email)		DESCRIPTION OF WORK	VALUE OF WORK (INCL. VAT)	DATE STARTED	DATE COMPLETED
Company Name					
Contact Person					
Tel.					
E-mail					
Company Name					
Contact Person					
Tel.					
E-mail					
Company Name					
Contact Person					
Tel.					
E-mail					
Company Name					
Contact Person					
Tel.					
E-mail					
Company Name					
Contact Person					
Tel.					
E-mail					
Company Name					
Contact Person					
Tel.					
Contact Person					

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

**SCHEDULE 8: 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 C.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 9: DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES**

<b>PART A: PROPERTY OWNED BY ENTERPRISE OR DIRECTORS</b>	
Please complete the following if property is owned by the enterprise, the proprietors, directors, or partners in their personal capacity, which must be confirmed by the relevant municipality ( <b>ATTACH COPY OF MUNICIPAL ACCOUNT(S) NOT OLDER THAN 30 DAYS:</b>	
<b>Name of account holder:</b> ..... <b>Account number:</b> ..... <b>Account number:</b> .....	
<b>FOR MUNICIPAL USE ONLY</b>  I/we hereby certify that the municipal account details of our client as indicated above is correct.  ..... <b>Name of municipal official (print name)</b>  ..... <b>Signature of municipal official</b>	<div style="border: 1px solid black; width: 80%; margin: 0 auto; height: 150px; display: flex; align-items: center; justify-content: center;"> <p style="margin: 0;"><b>Official date stamp of municipality</b></p> </div>

<b>PART B: PROPERTY LEASED BY ENTERPRISE OR DIRECTORS</b>
Please attach a sworn affidavit or a copy of your lease agreement if the property is leased by the enterprise or the proprietors or directors in their personal capacity, for which the aforementioned is not responsible for payment of municipal rates and taxes.

<b>PART C: WHERE PROPERTY IS NOT OWNED OR LEASED BY ENTERPRISE OR DIRECTORS</b>
Please attach a sworn affidavit from the proprietor or director of the enterprise confirming that the enterprise does not own or lease any property and that the aforementioned is not responsible for payment of any municipal rates and taxes.

I....., the undersigned, certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days.

.....

**Signature for and on behalf of the bidder**

.....

**Date**

**SCHEDULE 10: DECLARATION OF INTEREST (MBD 4 B)**

(On behalf of the company and its directors/ members/ trustees/ principal shareholders<sup>2</sup>)

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

3.1	Full Name of bidder or his or her representative		
3.2	Identity Number (person submitting this declaration)		
3.3	Position occupied in the Company (official/director/trustee/shareholder <sup>2</sup> ):		
3.4	Company Registration Number		
3.5	Tax Reference Number		
3.6	VAT Registration Number		
3.7	The names of all directors/ members/ trustees/ principal 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/ principal 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/ principal 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:		Relation:
	Surname:		Persal No:
	Full Names:		
	Organ of State:		Position:

3.10	Do you or any director/ member/ trustee/ principal 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 bid?	Yes	No
------	--	-----	----

3.10.1 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:	

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principal 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 bid?	Yes	No
------	---	-----	----

3.11.1 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:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principal 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:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.13	Do you or any director/ member/ trustee/ principal shareholder/ stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	Yes	No
------	--	-----	----

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

3.14	Is the supplier or any director/ member/ trustee/ principal 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/ principal 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/ principal 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/ principal 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 <b>every three</b> 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	<p><b>MFMA Circular No 62 of July 2013</b> require bidders 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 bid submissions. <b>A <u>shareholder</u> 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.</b></p>					
	<p><b>Full name of directors / trustees / shareholders</b></p>	<p><b>Identity Number</b></p>	<p><b>% Shareholding in company</b></p>	<p><b>Personal Tax Reference Number</b></p>	<p><b>State Employee Number (Persal)</b></p>	<p><b>Municipal rates &amp; services account numbers (3.17.1)</b>  <i>Municipal clearance or most recent service account must be attached as evidence</i></p>
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 bid/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 Bidder/Company/CC Name

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

<sup>1</sup> **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.

<sup>2</sup> **"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.

<p><b>Commissioner of Oaths</b></p> <p>Signed and sworn to before me at .....</p> <p>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.</p> <p>Commissioner of Oaths .....</p> <p>Position: .....</p> <p>Address ..... ..... .....</p> <p>Tel: ..... .....</p> <p style="text-align: center;"><b>Apply official stamp of authority on this page:</b></p>
---

**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 acquisitioning process. (Must be submitted annually)**

## **SCHEDULE 11: TAX CLEARANCE REQUIREMENTS**

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

The tax status requirements as per MBD 1 (Part B) must be complied with. No contract will be awarded to any bidder that is not deemed tax compliant at the date of award.

Each party to a Consortium/Joint Venture shall comply to the conditions stated in MBD 1.

**SCHEDULE 12: JOINT VENTURE AGREEMENT, IF APPLICABLE**

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The Tenderer shall attach to this page a joint venture agreement, if applicable.

**SCHEDULE 13: 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 14: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### 1.2 To be completed by the organ of state

(a) The applicable preference point system for this tender is the 80/20 preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

### 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**Locality**” means an enterprise whose head office or primary place of business or regional or



**4. POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>B-BBEE status level of contributor</b>	5	10		
<b>The promotion of enterprises located in the Western Cape Province for work to be done or services to be rendered in that province;</b>	2.5	5		
<b>The promotion of enterprises located in the Cape Winelands District Municipal area for work to be done or services to be rendered in that municipal area</b>	2.5	5		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation

- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

Name and surname .....  Signature(s) of bidder(s).....  Date.....  Address.....  .....
--



**Regulation No. 2721 of 20 4 November 2022 provide for a preference points system.** The applicable **80/20** preferential points system as set out in Preferential Procurement Regulations 2022 will be used to evaluate individual tenders

**80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]**

The points are awarded as follows:

- 80 points is awarded for the **lowest price** if it complies with the Tender / Formal Written Price Quotation conditions.
- Additional points are awarded for the following specific goals:
  - **B-BBEE status level of contributor** and **“Locality”**
- 50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard as follows:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	50% of 20	50% of 10
2	50% of 18	50% of 9
3	50% of 16	50% of 8
4	50% of 12	50% of 5
5	50% of 8	50% of 4
6	50% of 6	50% of 3
7	50% of 4	50% of 2
8	50% of 2	50% of 1
Non-compliant contributor	0	0

- 50% of the 20/10 points will be allocated to promote the specific goal of locality. Points will be allocated as follows:

No.	Requirement	Number of Points
1	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	<b>5</b>
2	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area	<b>2.5</b>
3	Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province	<b>5</b>
4	Procurement under the 90/10 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province.	<b>2.5</b>

**SCHEDULE 15: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system.
  - been convicted for fraud or corruption during the past five years.
  - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 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 **To give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</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><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

T.2.2.26: Returnable Schedules

**CERTIFICATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SCHEDULE 16: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. takes all reasonable steps to prevent such abuse.
  - b. rejects the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid rigging.
5. To give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

.....  
 (Bid Number and Description)

in response to the invitation for the bid made by: 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 Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation.
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities, or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. Without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
  - (a) Prices.
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors, or formulas used to calculate prices.
  - (d) The intention or decision to submit or not to submit, a bid.
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

<sup>3</sup> 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 17: QUESTIONNAIRE

## List all partners / members / directors of this enterprise

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

**NB!** To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card and proof of locality must be submitted with the **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>

.....  
 Name of Business/Entity :-

\*\*1. Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**.

%

2. Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**.

%

3. Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**.

%

**Please Circle your answer below:**

5. Is your business established within the area of jurisdiction of the District Municipality? In / Out

6. Is your business established within the area of jurisdiction of the Western Cape Province? In / Out



**SCHEDULE 19: COIDA LETTER OF GOOD STANDING**

---

The successful bidder should ensure that before any work commences on site that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993).

The tenderer, by signing this schedule, declares that the contractor adheres to the statutory requirement, as applicable.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			



**SCHEDULE 20: CIDB CONTRACTOR REGISTRATION**

Refer to Tender Data clauses C.2.1.2, C.2.23.3 and C.3.13.1:

I/We hereby confirm my/our registration on the Construction Industry Development Board (CIDB) Contractor Database:

COMPANY NAME	CIDB CONTRACTOR GRADING DESIGNATION	CRS REGISTRATION NUMBER AS APPLICABLE

**I/We attach a printed copy of the Active Contractor's Listing off the CIDB website [www.cidb.org.za](http://www.cidb.org.za) as documentary proof of the Contractor's Registration issued by the Construction Industry Development Board (CIDB) to this schedule.**

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Failure to affix such documentation as proof of Contractor Enterprise registration as prescribed to this Schedule shall result in this tender not being further considered for the award of the Contract.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

## SCHEDULE 21: CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION

Company Name		
CWDM Supplier Database	Registered	<input type="checkbox"/> Yes <input type="checkbox"/> No (tick appropriate box)
	Supplier Code	
Central Supplier Database (a copy of the CSD summary report must be attached to this schedule)	Registered	<input type="checkbox"/> Yes <input type="checkbox"/> No (tick appropriate box)
	Supplier Code	
	Unique 36 Character Registration Code	

Bidders who are not registered on the CWDM and/or Central Supplier Databases are not precluded from submitting tenders but must however be registered prior to the evaluation of tenders in order for their tenders to be responsive.

In this regard it is the sole responsibility of bidders to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

### \* Cape Winelands District Municipality and Central Supplier Database Registration

Only those bidders who are registered on the Cape Winelands District Municipality's Supplier Database and the Central Supplier Database as a service provider prior to the closing date of this bid are eligible to have their tenders evaluated. The employer will only enter into a formal contract with a bidder who is registered on both databases. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Bidders who wish to register on the Cape Winelands District Municipality Supplier Database may download the supplier application form from our website [www.capewinelands.gov.za](http://www.capewinelands.gov.za)

Bidders who wish to register on the Central Supplier Database may do so online on [www.csd.gov.za](http://www.csd.gov.za) and click on the REGISTER A NEW CSD ACCOUNT tab.

**SCHEDULE 22: RECORD OF 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:

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

**SCHEDULE 23: 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 being awarded the tender, a Health, and Safety Plan in respect of the Works 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 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).

Signature:		Date:	
Print Name:		Position:	
Tenderer:			

**SCHEDULE 24: WORKS PROGRAM**

---

The tenderer shall prepare and submit within ten (10) calendar days from date of being awarded the tender, a 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).

Signature:		Date:	
Print Name:		Position:	
Tenderer:			



# THE CONTRACT

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## Part C1: Agreements and Contract Data

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	Pages
C1.1 Form of Offer and Acceptance .....	61-67
C1.2 Contract Data.....	68-70
C1.3 Occupational Health and Safety Agreement.....	71-72

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## Part C2: Pricing Data

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	Pages
C2.1 Pricing Assumptions.....	74
C2.2 Bill of Quantities.....	75-77

---

## Part C3: Scope of Works

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	Pages
C3.1 Scope of Work.....	80-82

---

## **C1.1 FORM OF OFFER AND ACCEPTANCE**

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**IMPORTANT NOTE:**

**The Tender Form (Offer by Tenderer) shall be completed and signed by all tenderers. 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 a contract in respect of the following works: Contract No: **Q 2022/108: SUPPLY AND INSTALL A NEW WIRE PERIMETER FENCE AT THE CWDM OFFICE BUILDING IN MONTAGU**

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 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.

<b>OFFER</b>	
<b>Total brought forward from Page 76</b>	R _____
<b>Allow the sum of R 10,000.00 (Ten Thousand Rand) NET for contingencies to be used as directed by the Employer's Agent subject to approval or deducted in whole or part as required.</b>	R _____ 10,000.00 _____
<b>SUB-TOTAL</b>	R _____
<b>Add: VAT @ 15%</b>	R _____
<b>TENDER AMOUNT</b>	R _____
<b>Tender amount in words:</b> .....	
.....	
.....	

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 capitals):

**Capacity:** (of Signatory):

**Name of Tenderer:** (*organisation*): .....

Address: .....

.....Telephone number: .....

Email address: .....

**Witness:** .....

**Signature:** .....

**Name:** (*in capitals*): .....

**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 (s): .....

Name(s): .....

Capacity for the Tenderer: .....

Name of organization: .....

Name and Signature of Witness: .....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:** .....

.....

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 capitals)*

**Capacity:** .....

**Name of Tenderer** *(organisation)* .....

**Address:** .....

.....

**Witness: Signature:** ..... **Name** *(in capitals)*: .....

**Date:** .....

**For the Employer:**

**Signature:** .....

**Name:** *(in capitals)*

**Capacity:** .....

**Name of Employer** *(organisation)* .....

**Address:** .....

.....

**Witness: Signature:** ..... **Name** *(in capitals)*: .....

**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 capitals*) .....

**Capacity:** .....

**Name of Contractor** (*organisation*).....

**Address:**.....

.....

**Witness: Signature:** ..... **Name** (*in capitals*): .....

**Date:** .....

**For the Employer:**

**Signature:** .....

**Name:** (*in capitals*) .....

**Capacity:** .....

**Name of Employer** (*organisation*).....

**Address:**.....

.....

**Witness: Signature:** ..... **Name** (*in capitals*): .....

**Date:** .....

## C1.2 Contract Data (Part 1)

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### General Conditions of Contract

The General Conditions of Contract are the *General Conditions of Contract for Construction Works, Third Edition (2015)*, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 are applicable to this Contract and are obtainable from [www.saice.org.za](http://www.saice.org.za).

The Conditions of Contract is available for inspection and scrutiny at the offices of the Employer's Agent.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

### PART 1: APPENDIX TO PART 1 - DATA PROVIDED BY THE EMPLOYER

Clause	Wording
1	<b>General</b>
1.1.1.14	<b>Due Completion Date</b> <u>Add:</u> The Completion Date will be the date on the Works Programme as agreed upon. The project should be completed not later than <b>30 June 2023</b> .
1.1.1.15	<b>Employer</b> <u>Add:</u> The Employer is the <b>CAPE WINELANDS DISTRICT MUNICIPALITY</b>
1.2.1.2	<b>Employer's Address</b> <u>Add:</u> The address of the Employer is: Address: 46 Alexander Street P.O. Box 100 Stellenbosch 7599 Telephone: 086 126 5263
1.1.1.16	<b>Employer's Agent</b> <u>Add:</u> The authorised and designated representative of the Employer is: Designation: Deputy Director Facilities Management Name: T. Solomon  <b>Employer's Agent's Address</b> <u>Add:</u> The address for receipt of communications is: E-mail: <a href="mailto:thomas@capewinelands.gov.za">thomas@capewinelands.gov.za</a> Address: 29 du Toit Street P.O. Box 100 Stellenbosch 7599 Telephone: 021 888 5204
1.1.1.26	<b>Pricing Strategy</b> <u>Add:</u> The Pricing Strategy is a Re-measurable Contract.
1.1.1.29	<b>Site</b> <u>Add:</u> The site where the Works will be carried out is 56A Bad Street, Montagu.
1.2.1.2	Any written communication between the parties shall be delivered at the address of the Employer or the Employer's Agent.
1.3.6	<b>Employer's Copyright</b> <u>Add:</u> Copyright of documents prepared for the different Projects shall be vested with the Employer.

- 5.2 Commencement of the contract**  
Add:
- 5.2.1** The commencement of the contract will be the date which appears on the Appointment Letter issued by the Employer's Agent.
- 5.3 Commencement of the Works**  
Add:  
The commencement of the Works will be the date which appears on the Works Programme agreed.
- 5.3.1** The documentation required before commencement with the Works execution are:
- Works Programme
  - Health and Safety Plan
  - Public Liability Insurance
- 5.3.2** The time to submit the documentation required before commencement of the works is within ten (10) working days of the award of the tender.
- 5.11 Suspension of the Works by the Employer**  
Add:  
The Period of Suspension shall not exceed three (3) months from the date of issue of a Written Order.
- 5.13 Penalty for Delay**  
Add:
- 5.13.1** The penalty for late completion or failing to complete the Works is R 750.00 for every day that elapses between the due Completion Date and the actual date of Practical Completion including non-working and special non-working days.
- 5.14.1 Practical Completion**  
Add:  
The time for Practical Completion is the date as it appears on the Works Programme as agreed upon.
- 5.16.3 Latent Defects Liability Period**  
Add:  
The Latent Defects Period for the Project is six (6) months from the date of the issue of the Certificate of Completion
- 6.8 Adjustment in rates and/or prices**  
Add:
- 6.8.2** The contract price shall not be subject to any contract price adjustment and the rates and prices tendered in the Bill of Quantities shall be final and binding throughout the period of the contract.
- 6.10 Payments**  
**Interim Payments**  
Add:
- 6.10.1** The Contractor shall deliver to the Employer's Agent a monthly statement for payment of all amounts he considers to be due to him for payment subject to approval, for payment within 30 days from the date of the invoice.
- 6.10.1.5** No payments will be made for material brought on to site but not yet built into the Permanent Works.
- 6.10.3. Retention**  
Add:  
The limit of Retention Money will be 10% per Payment Certificate to the maximum of 5% of the contract value of which 50% will be paid at the issue of the Certificate of Completion, and the remaining 50% within 14 days of the expiration of the latent Defects Liability Period, the date of issue of the Final Approval Certificate.
- 8.6.1.3 Public Liability Insurance**  
Add:  
The successful contractor must ensure that he/she has adequate Public Liability Insurance that will cover any possible claim(s) arising from or during the fulfilment of the Contract, irrespective of the amount of such claim(s).
- 10.4 Amicable Settlement**  
Add:
- 10.4.1** Interim settlement of disputes shall be by Mediation.
- 10.7 Arbitration**  
Add:
- 10.7.1** The determination of disputes shall be by arbitration.





**C1.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**CONTRACT No. Q 2022/108: SUPPLY AND INSTALL A NEW WIRE PERIMETER FENCE AT THE CWDM OFFICE BUILDING IN MONTAGU**

**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

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

Other accredited Compensation Insurer: .....

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 always comply therewith.

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 the 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 always worn 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.

**C2. PRICING DATA**

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## **C2.1: PRICING ASSUMPTIONS**

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### **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.

While it is entirely at the tenderer's discretion as regards pricing the Bill of Quantities, guideline tariffs of fees or indicative time-based fee rates are gazetted annually by each of the built environment professional bodies, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and / or price as applicable.

#### **C2.1.1.3 QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities reflecting in the Bill of Quantities and the tendered rates as per the Bill of Quantities will be the amounts used to evaluate and award the tender.

The Contract Price for the completed contract shall be according to the Bill of Quantities.

#### **C2.1.1.4 PRICING OF THE BILL OF QUANTITIES**

##### **OVERVIEW**

The Bills of Quantities include normal services and additional services when needed. The Form of Offer will be approved for purposes of finalising the final account of the successful service provider.

Where products and services are rendered free of charge, in such instance the rate or price must be indicated as **R0.00**

## C2.2: BILL OF QUANTITIES

**BILL OF QUANTITIES** (Page 1/2)

Item No	Unit	Quantity	Rate	Amount	
<b>Bill No 1</b>					
<b>RENOVATIONS</b>					
<u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill					
This is not a lump-sum tender. Tenderers shall allow opposite each item for any cost involved with such item. A fully completed and priced tender document must be handed in with tender-closing					
The quantities in this Bill of Quantities should under no circumstances be used for ordering purposes					
All quantities will be re-measured and checked on completion for final account purposes					
All sizes given must be verified and confirmed on site prior to installation					
This section must be read in conjunction with the Specifications					
<b>PRELIMINARIES AND GENERAL</b>					
A	Management, supervision, and programming of the works	Item	1		
B	Plant, equipment, sheds, and offices, etc.	Item	1		
C	Ablution facilities for workers	Item	1		
D	Works cleaning and clearing	Item	1		
E	Health and safety	Item	1		
F	Standing time	Hr	5		
<b>EARTHWORKS</b>					
G	Contractor to obtain Wayleave/s from Local Municipality/Telkom to point out water, electrical, telephone or any other services prior any excavation work being carried out (The Contractor will be responsible for any damages caused to those services and repair cost will be for their own account)	Item	1		
H	Allow the budgetary amount of R 5,000.00 (Five Thousand Rand) for preparing existing paved area with concrete edging as may be required and making good afterwards to match the existing	Item	1	5,000	5,000 00
<b>FENCE INSTALLATION</b>					
<u>SPECIAL NOTE:</u>					
<u>This section must be read in conjunction with the Specifications on Pages 80–82 that will be strictly adhered to</u>					
<b>Total carried forward to page 76</b>				R	

**BILL OF QUANTITIES (Page 2/2)**

Item No		Unit	Quantity	Rate	Amount
	<b>Total brought forward from page 75</b>			R	
	<b><u>BILL No. 1</u></b>				
	<b><u>FENCE INSTALLATION</u></b>				
A	U-shaped Industrial "Invisible Wall" wire fence installed in straight lines with panels 3 305mm wide x 1 800mm high with and including bolts, 100mm high toughened steel shark tooth spikes affixed to the top and 85mm x 85mm posts imbedded 600mm deep in 20MPa/19mm unreinforced concrete footings, etc.	m	38		
B	Ditto, 2 100mm high, do.	m	4		
	<b><u>PEDESTRIAN GATE</u></b>				
C	Lockable and rigidly welded double framed swing pedestrian gate 1 600mm wide overall x 2 100mm high with and including toughened steel Shark Tooth Spikes affixed to top with and including hinges, latch, straight bolt, stoppers, etc. - all to match the adjacent fence. (Padlock to be provided by the Client)	Pair	1		
	<b>TOTAL CARRIED FORWARD TO FORM OF OFFER: C1.1 – PAGE 62</b>			R	

**DECLARATION (In respect of completeness of Tender)**

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CAPE WINELANDS DISTRICT MUNICIPALITY  
29 Du Toit Street  
STELLENBOSCH  
7600

**I/We, the undersigned, do hereby declare that the preceding pages are the Bill of Quantities forming Part C2.2 of this Contract Document upon which my / our tender for Q 2022/108: SUPPLY AND INSTALL A NEW WIRE PERIMETER FENCE AND GATE AT THE CWDM OFFICE BUILDING IN MONTAGU**

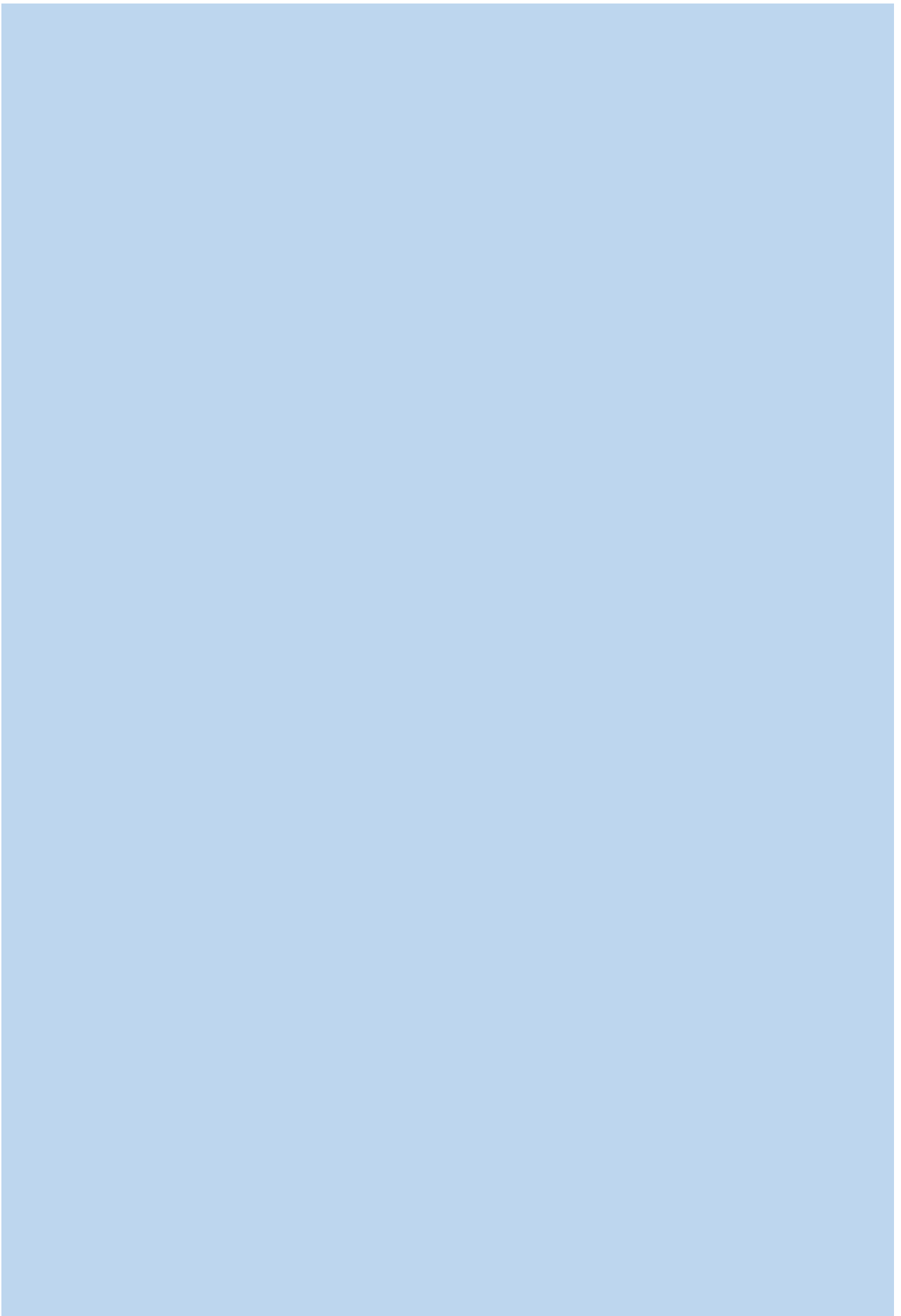
**Signature:** *(of person authorized to sign the tender)* .....

**Name:** *(of signatory in capitals):*

**Capacity:** *(of Signatory):*

**Name of Tenderer:** *(organisation):* .....





**PART C3: SCOPE OF WORK**

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C3.1 Description of Works .....	80-82

## C3.1: DESCRIPTION OF WORKS

### C3.1.1 PURPOSE

C3.1.1.1 The Cape Winelands District Municipality invites tenders from Service Providers for the supply and installation of a new wire perimeter fence and gate at the CWDM Office Building in Montagu.

### C3.1.2 BACKGROUND AND OBJECTIVES

C3.1.2.1 Homeless people have moved onto the premises recently and caused a huge upset by messing up the property. After numerous complaints received from the surrounding business owners, it was decided to put up a fence to the façade of the building to secure the premises.

### C3.1.3 SCOPE OF WORK

C3.1.3.1 The works involved the supply and installation of a new wire perimeter fence and lockable pedestrian access gates.

### C3.1.4 PRODUCT SPECIFICATION

#### C3.1.4.1 Post

C3.1.4.1.1 Post to be (embedded by 600mm) accommodated by panel height and or additions. Posts widths shall be 85mm tapering to 45mm with a depth of 85mm.

C3.1.4.1.2 Posts shall include "Locking Recess Mechanism" to secure panel edge.

C3.1.4.1.3 Posts shall be sealed with a UV stabilized polymer cap.

#### C3.1.4.2 Panel: Invisible wall type

C3.1.4.2.1 Panel shall be of 3 305mm width and 2 100mm height.

C3.1.4.2.2 Panel aperture size (centres) shall be 76.2mm x 12.7mm.

C3.1.4.2.3 Wire diameter will be 3mm.

C3.1.4.2.4 The panel shall be reinforced with 4 x 50mm deep "V" formation horizontal recessed bands to enhance rigidity.

C3.1.4.2.5 Panels shall have 2 x 70° flanges along sides (internal fixtures- all fixtures shall be on the inside of fence line).

C3.1.4.2.6 Panels shall have 1 x 90° flange along top and 1 x 30° flange along toe (integrated rigid angle).

C3.1.4.2.7 Panel post shall have a flush panel post finish with no climbing aid.

C3.1.4.2.8 Panel shall be affixed to post over line wires with 16 single bolt comb clamps, 16 x Tech bolts

### **C3.1.4.3 Coating**

C3.1.4.3.1 Coating to be Galvanised Polymetic 6000 coated, or Marine Fusion Bond coated

### **C3.1.4.4 Additions**

C3.1.4.4.1 100mm high toughened steel Shark Tooth or Castle Spike shall be affixed to panel edge, internally at 150mm intervals using Anti-vandal bolts.

C3.1.4.4.2 The Fence Corner Configuration should not have any sharp corners and all angles at changes of direction should be a minimum of 130 degrees.

### **C3.1.4.5 Swing gates**

C3.1.4.5.1 Gate size to be confirmed Double or Single leaf.

C3.1.4.5.2 All connections and joints shall be welded to form rigid frames or assembled with corner fittings. C3.1.4.5.3 Hinges shall not twist or turn under the action of the gate, shall be so arranged that a closed gate cannot be lifted off the hinges to obtain entry.

## **C3.1.5 EXECUTION**

### **C3.1.5.1 General**

C3.1.5.1.1 Install all fencing and gates in accordance with the specifications and as specified lines and grades as required. Line posts shall be spaced at intervals of 3 390mm. Terminal posts shall be set at abrupt changes in vertical and horizontal alignment.

### **C3.1.5.2 Posts**

C3.1.5.2.1 Post holes shall be cleared of loose material. Waste material shall be removed to a municipal dumping site located by the contractor. The ground surface irregularities along the fence line shall be eliminated to the extent necessary. Posts shall be set plumb and follow the indicated alignment. All posts shall be set to the depth indicated on the design documents. Concrete shall be thoroughly consolidated around each post, free of voids, and finished with a domed shaped surface, with the base of the dome at grade elevation. Concrete shall be allowed to cure prior to installing any additional components to the posts.

## **C3.1.6 REMUNERATION**

C3.1.6.1 This is a fixed-price tender, not subject to escalation. The tenderer must allow in his tender for any cost increases that may arise from the date of tender to the date of issue of the Final Completion Certificate.

C3.1.6.2 No upfront payments will be made.

C3.1.6.3 No payments will be made for material on site.

C3.1.6.4 Interim payments made will be made for work successfully completed. The Contractor must submit invoices for work completed for payment within 30 days from receipt of invoice and the approval thereof.

C3.1.6.5 The limit of Retention Money will be 10% per Payment Certificate to the maximum of 5% of the contract value of which 50% will be paid at the issue of the Certificate of Completion, and the remaining 50% within 14 days of the expiration of the latent Defects Liability Period, the date of issue of the Final Approval Certificate.

C3.1.6.6 Any fees for remuneration are to be inclusive of Value Added Tax where applicable.

### **C3.1.7 GENERAL**

C3.1.7.1 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.

C3.1.7.2 This tender shall assume that the work will be executed continuously as per the works 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 Employer's Agent on this project for verification and recording purposes. No claim for "standing time" will be entertained unless the proper procedures have been followed.

C3.1.7.3 The contractor must allow in his tender for sufficient chemical toilets, depending on the size of the work team, with built-in hand wash facilities for the specific use of the workers for the full duration of the project. Under no circumstances will workers be allowed to use the ablution facilities of the CWDM. Enough toilet paper as well as sundry toilet cleaning material and equipment must be supplied by the contractor. The toilets must be cleaned regularly.

### **C3.1.8 APPLICABLE KEY PERFORMANCE INDICATORS (KPIs)**

C3.1.8.1 Work/ services rendered within time frames specified.

C3.1.8.2 Work/ services rendered within financial framework specified.

C3.1.8.3 Acceptable standard and quality of work delivered.

### **C3.1.9 REPORTING LINES**

C3.1.9.1 The successful Service Provider will perform its services under control and management of the Employer's Agent. No instructions are to be taken from any Councillor or other employee from the Cape Winelands District Municipality other than the appointed Agent.

### **C3.1.10 TENDER EVALUATION**

C3.1.10.1 The final scores for responsive tenders shall be calculated as follows: sum of points scored for price based on the tender unit prices plus preferential points scored.

### **C3.1.11 RISKS**

C3.1.11.1 In the event of the successful Service Provider being unable to perform its duties under this appointment, or if in the opinion of the Municipality the progress of work, or the quality thereof is not satisfactory, the Municipality shall be entitled to cancel the contract. The Service Provider will however first be granted the opportunity to rectify his mistakes within a mutually agreed time frame and quality of work expected. Where any damage is caused due to negligence by the Service Provider, the Service Provider shall be held responsible and shall make good such damage at his/her own expense to the satisfaction of the Municipality, and with the minimum disruption of essential services. Where the municipality is forced to carry

out any repairs due to the Service Provider's activities, the cost will be billed to the appointed Contractor.