

FOR OFFICIAL USE: 	For office use: Bid Number:	FOR OFFICIAL USE:
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QUOTATION NO.: SC 2312/2022

Minor Remedial Works to the Hawston Industrial Hub

PROCUREMENT DOCUMENT

NAME OF BIDDER:	
<u>Pricing Schedule/Form of Offer - Refer to pages: 51 -53</u>	

JUNE 2022

PREPARED AND ISSUED BY:

Directorate: Finance:
 Supply Chain Management Unit
 Overstrand Municipality
 PO Box 20 / 1 Magnolia Avenue
 Hermanus
 7200

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1. NOTICE & INVITATION TO TENDER

Quotations are hereby invited for the **Minor Remedial Works to the Hawston Industrial Hub**.

Quotation documents, in English, are obtainable from **Wednesday, 15 June 2022**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, 1 Magnolia Avenue, Hermanus; from Ms Rita Theron Tel. 028 313 8064 between 08h30 and 15h30. Alternatively the document may be downloaded from the website: www.overstrand.gov.za.

Sealed quotations, with "**Quotation No: SC2312/2022: Minor Remedial Works to the Hawston Industrial Hub**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 5** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the documentation issued by Overstrand Municipality.

Only locally produced or locally manufactured cement products (100%) with a stipulated minimum threshold for local production and content will be considered.

A compulsory information session will be held at **10h00 on 27 June 2022**, at **Hawston Business Hub site in Harbour Road (34°23'45,7" S 19°08'03,6" E)**.

Tenderers should have an estimated **CIDB contractor grading** of **1GB** or higher.

The closing date and time of the quotation is on **08 July 2022 at 12h00** and quotations will be opened in public immediately thereafter in the Supply Chain Management Committee Room, Hermanus Administration or as indicated by SCM personnel.

Please refer enquiries to **Mr. R Andrew** at e-mail: randrew@overstrand.gov.za and/or telephone number: **028 313 5073**.

All queries related to SCM and the issuing of the tender documents should be directed to Ms. R Theron at e-mail address: ritatheron@overstrand.gov.za and/or telephone: 028 313 8064

2. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

1.	Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Overstrand Municipality?	Yes	No	
2.	Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
3.	Tax Compliance Status PIN - Provide Tax clearance compliance status pin and Income Tax no. – MBD 1	Yes	No	
4.	MBD 4 (Declaration of Interest) - Is the form duly completed and signed?	Yes	No	
5.	MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No	
6.	MBD 6.2 (Local content declaration) - Is the form duly completed and signed?	Yes	No	
7.	MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No	
8.	MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No	
9.	MBD 15 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	No	
10.	MBD16 (Key Performance Indicators) - Is the form duly completed and signed?	Yes	No	
11.	OHASA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No	
12.	Indemnity - Is the form duly completed and signed?	Yes	No	
13.	DATA BASE REGISTRATION - Is the form duly completed and signed? Are ALL the supporting documents attached?	Yes	No	

3. MBD 1 – INVITATION TO BID
YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OVERSTRAND MUNICIPALITY

FQ Number	SC2312/2022	Closing Date	08 July 2022	Closing Time	12H00	CIDB Grading Required:	1GB or higher
Compulsory Information Session Details		Date	27 June 2022	Time	10h00	Address	Hawston Business Hub site in Harbour Road (34°23'45,7" S 19°08'03,6" E)
BID Response Documents May Be Deposited In Bid Box Number	5	@ Overstrand Municipality, 1 Magnolia Avenue, Hermanus			Validity period from closing date	120 days	
Bid response documents may also be scanned and e-mailed to:		scmquotations@overstrand.gov.za The quotation document with supporting documents must be send as one document as far as possible					
The successful bidder will be required to sign a written contract form (MBD7).							
NAME OF BIDDER							
LEGAL NAME OF ORGANISATION							
TRADE NAME (if different from legal name)							
POSTAL ADDRESS							
STREET ADDRESS							
NAME OF CONTACT PERSON							
TELEPHONE NUMBER				CELL NUMBER			
E-MAIL ADDRESS							
COMPANY REGISTRATION NUMBER							
OVERSTRAND MUNICIPALITY SUPPLIER DATABASE REGISTRATION NUMBER							
TAX CLEARANCE STATUS PIN							
TAX CLEARANCE EXPIRY DATE							
INCOME TAX NUMBER							
VAT REGISTRATION NUMBER							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? If YES, enclose proof						Yes	No
ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? If YES, answer part B.3						Yes	No
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO THE SUPPLY CHAIN MANAGEMENT UNIT							
CONTACT PERSON	L du Preez	TELEPHONE NUMBER		028 313 8147			
		E-MAIL ADDRESS		ldupreez@overstrand.gov.za			
CONTACT PERSON	J Aplon	TELEPHONE NUMBER		028 313 5021			
		E-MAIL ADDRESS		japlon@overstrand.gov.za			
TECHNICAL INFORMATION REGARDING THIS QUOTATION MAY BE OBTAINED FROM:							
CONTACT PERSON	R Andrew	TELEPHONE NUMBER		028 313 5073			
		E-MAIL ADDRESS		randrew@overstrand.gov.za			



4. MBD 1 – PART B – TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:				
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.				
1.2. All bids must be submitted on the official forms provided–(not to be re-typed)				
1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the National Treasury General Conditions of Contract (GCC) (2010) and, if applicable, any other special conditions of contract.				
2. TAX COMPLIANCE REQUIREMENTS				
2.1 Bidders must ensure compliance with their tax obligations.				
2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.				
2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za				
2.4 Foreign suppliers must complete the pre-award questionnaire in part B.3.				
2.5 Bidders may also submit a printed TCS certificate together with the bid.				
2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.				
2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.				
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
3.1. Is the entity a resident of the republic of South Africa (RSA)?	Yes		No	
3.2. Does the entity have a branch in the RSA?	Yes		No	
3.3. Does the entity have a permanent establishment in the RSA?	Yes		No	
3.4. Does the entity have any source of income in the RSA?	Yes		No	
3.5. Is the entity liable in the RSA for any form of taxation?	Yes		No	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN 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.				
4. SUPPLIER DATABASE OF THE OVERSTRAND MUNICIPALITY				
4.1. Are you registered as a supplier/services provider on the Supplier Database of the Overstrand Municipality?	Yes		No	
4.2. If so, please provide you Supplier Database Registration number with the Overstrand Municipality				
4.3. If not, please note that you will be required to be registered on the Supplier Database of the Overstrand Municipality before any award can be made to you. Please find a copy of the Supplier Database Registration forms at: https://www.overstrand.gov.za/en/documents/supply-chain-management/registration-on-the-accredited-supplier-database				

CAPACITY UNDER WHICH THIS BID IS SIGNED	
NAME OF PERSON DULY AUTHORISED TO SIGN THIS OFFER	
SIGNATURE	
DATE	

**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.**

5. STANDARD CONDITIONS OF TENDER

The Standard for Uniformity in Construction Procurement was first published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004. It was subsequently amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692, of 1 February 2008, Board Notice 11 of 2009 in Government Gazette No 31823, of 30 January 2009, Board Notice No 86 of 2010 in Government Gazette No 33239 of 28 May 2010 and Board Notice No 136 of 2015 in Government Gazette No 38960 of 10 July 2015 .

This August 2019 edition incorporates the amendments made in Board Notice No 423 of 2019, published in Government Gazette no. 42622 of 8 August 2019.

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 is in a position to 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 in order 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 manner in which 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 into 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 in order 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 complies 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, in order 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 as a consequence:

- a) an individual firm, or a joint venture as a whole, 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 BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

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 as a result 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 by definition 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 or not tender offers are complete
- c) Determine whether or not 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 into 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

6. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. STANDARDS

The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. PERFORMANCE SECURITY

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. INSPECTIONS, TESTS AND ANALYSES

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. PACKING

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY

Delivery of the goods shall be made by the supplier in accordance with the documents and terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.

11. INSURANCE

The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. TRANSPORTATION

Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. INCIDENTAL

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
- 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. PRICES

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

18. VARIATION ORDERS

In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.

19. ASSIGNMENT

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. SUBCONTRACTS

The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.

- 23.7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.8. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
- 24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS**
- When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
- 25. FORCE MAJEURE**
- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. TERMINATION FOR INSOLVENCY**
- The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. SETTLEMENT OF DISPUTES**
- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. LIMITATION OF LIABILITY**
- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment
- 29. GOVERNING LANGUAGE**
- The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. APPLICABLE LAW**
- The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. NOTICES**
- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. TAXES AND DUTIES**
- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must

have certified that the tax matters of the preferred bidder are in order.

- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. TRANSFER OF CONTRACTS

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

34. AMENDMENT OF CONTRACTS

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. PROHIBITION OF RESTRICTIVE PRACTICES.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as

contemplated in section 59 of the Competition Act No 89 of 1998.

- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

7. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

3.1.	Full name of bidder or his or her representative												
3.2.	Identity number												
3.3.	Position occupied in the company (director, shareholder² etc.)												
3.4.	Company registration number												
3.5.	Tax reference number												
3.6.	VAT registration number												
3.7.	Are you presently in the service of the state?	YES		NO									
3.7.1.	If so, furnish particulars:												
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO									
3.8.1.	If so, furnish particulars:												
3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO									
3.9.1.	If so, furnish particulars:												
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO									
3.10.1.	If so, furnish particulars:												
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO									
3.11.1.	If so, furnish particulars:												

¹ MSCM Regulations: "in the service of the state" means to be –

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

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				
3.14.	Please provide the following information on ALL directors / shareholders / trustees /members below:				
	full name and surname	identity number	personal income tax number	Provide State ³ employee number (Only to be completed if in the service of the State)	

NB:

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

³ **MSCM Regulations: "in the service of the state" means to be –**

1. a member of –
 - 1.1.1. any municipal council;
 - 1.1.2. any provincial legislature; or
 - 1.1.3. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.



8. MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

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

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
 - 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
 - 1.3.1. Price; and
 - 1.3.2. B-BBEE Status Level of Contribution.
- 1.4. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2. **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.4. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- 2.5. **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- 2.7. **“prices”** includes all applicable taxes less all unconditional discounts;
- 2.8. **“proof of B-BBEE status level of contributor ”** means:
 - 2.8.1. Original B-BBEE Status level certificate issued by an authorized body or person or a certified copy thereof;
 - 2.8.2. An original sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 2.8.3. Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9. **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of



section 9 (1) of the Broad-Based Black Economic Empowerment Act,

- 2.10. “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.11. “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing.

3. POINTS AWARDED FOR PRICE

3.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where:-

- P_s* = Points scored for comparative price of bid under consideration
- P_t* = Comparative price of bid under consideration
- P_{min}* = Comparative price of lowest acceptable bid.

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

5.1.1.	B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1	
5.1.2.	B-BBEE Status Level of Contributor	
5.1.3	Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

- 5.2. (Points claimed in respect of paragraphs 5.1 and 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS, or an original sworn affidavit where applicable.)

6. SUB-CONTRACTING

6.1.	Will any portion of the contract be sub-contracted? (Tick applicable box)	Yes		No	
	If yes, indicate:				
i.	what percentage of the contract will be subcontracted	%			
ii.	the name of the sub-contractor				
iii.	the B-BBEE status level of the sub-contractor				
iv.	whether the sub-contractor is an EME or QSE (Tick applicable box)	Yes		No	



v. Specify, by ticking the appropriate box, if sub-contracting with an enterprise in terms of Preferential Procurement Regulations, 2017:			
Designated Group: An EME or QSE which is at least 51% owned by:		EME	QSE
		√	√
a.	Black people		
b.	Black people who are youth		
c.	Black people who are women		
d.	Black people with disabilities		
e.	Black people living in rural or underdeveloped areas or townships		
f.	Cooperative owned by black people		
g.	Black people who are military veterans		
OR			
h.	Any EME		
i.	Any QSE		

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1.	Name of company/firm		
7.2.	VAT registration number		
7.3.	Company registration number		
7.4.	TYPE OF COMPANY/FIRM (Tick applicable box)	Partnership / Joint Venture / Consortium	
		One person business / sole proprietor	
		Close Corporation (CC)	
		Company ((Pty) Ltd. / Ltd.)	
		Company (Ltd.)	
7.5.	Describe principal business activities		
7.6.	Company Classification (Tick applicable box)	Manufacturer	
		Supplier	
		Professional service provider	
		Other service providers, e.g. transporter, etc.	
7.7.	Municipal information		
i.	Municipality where business is situated		
ii.	Registered municipal account number		
iii.	Stand number		
7.8.	Total number of years the company/firm has been in business		

7.9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contributor indicated in paragraphs 1.4 and 5.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 7.9.1. The information furnished is true and correct;
- 7.9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 7.9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 7.9.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of



the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- a) disqualify the person from the bidding process;
- b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- e) forward the matter for criminal prosecution.

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

10. MBD 6.2. – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS
Introduction

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

Before completing this declaration, bidders must study the:

- General Conditions,
- Definitions,
- Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017; and
- South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1)⁴ and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates
 - Annexure C- Local Content Declaration: Summary Schedule,
 - Annexure D- Imported Content Declaration: Supporting Schedule to Annex C and
 - Annexure E- Local Content Declaration: Supporting Schedule to Annex C.

1. General Conditions

- 1.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2 Regulation 8.2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3 Where necessary, for bids referred to in paragraph 2.1 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of *x* must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

1.6 A bid may be disqualified if:

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1 “**bid**” includes written price quotations, advertised competitive bids or proposals;
- 2.2 “**bid price**” price offered by the bidder, excluding value added tax (VAT);
- 2.3 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4 “**designated sector**” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5 “**duly sign**” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6 “**imported content**” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

⁴ The SABS approved technical specification number SATS 1286:2011 is accessible on **Error! Hyperlink reference not**

valid. http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.



- 2.7 “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8 “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and

- 2.9 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

#	Description of services, works or goods	Stipulated minimum threshold as a %
1.	Cement products	100%

4. Does any portion of the services, works or goods offered have any imported content? (Tick applicable box)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Yuan	
Other	

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

5. Were the Local Content Declaration Templates (Annexure C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1 If yes, provide the following particulars:

a)	Full name of auditor:	
b)	Practice number:	
c)	Telephone and cell number:	
d)	Email address:	

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer)

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

SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			



LOCAL CONTENT DECLARATION

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

In respect of Tender No. SC2312/2022, issued by Overstrand Municipality

NB

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annexure C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in Annexure (C) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, _____ (full names),

do hereby declare, in my capacity as _____,

of _____,

(name of bidder entity), the following:

1. The facts contained herein are within my own personal knowledge.
2. I have satisfied myself that
 - a) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - b) the declaration templates have been audited and certified to be correct.
3. The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

4. I accept that the Municipality has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
5. I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Municipality imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

	SIGNATURE	DATE
TENDERER		
WITNESS 1:		
WITNESS 2:		



11. MBD 8 – DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
4.5.1	If so, furnish particulars:		

5. 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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			



12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids⁵ 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).⁶ Collusive bidding is a *per 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:
 - 3.1. take all reasonable steps to prevent such abuse;
- 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁷ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁶ 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.

⁷ 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.



13. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993

INTRODUCTION

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A "mandatory" is defined in the said Act as: - "Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"

In terms of Section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that

there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the management of Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non-compliance will be issued. All work will be stopped, reasons for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated.

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)	
Overstrand Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.	
In order to enter into this agreement, the following information is needed regarding the above-mentioned:	
Contractor's registration number with the office of the Compensation Commissioner:	
NOTE: A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing to be handed in, in this regard.	

WRITTEN AGREEMENT

This is a written agreement between
OVERSTRAND MUNICIPALITY
 And

(Name of the MANDATARY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, _____,
 representing the MANDATARY do hereby acknowledge that _____

(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

SIGNED ON BEHALF OF THE MUNICIPALITY			
DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			



14. INDEMNITY

Given by (name of company) _____

of (registered address of company) _____

a company with limited liability registration number _____

registered in terms of Laws of the Republic of South Africa (hereinafter the contractor), represented by (name of representative) _____

in his capacity as (designation) _____

of the contractor, and duly authorised by a resolution dated _____ /20_____.

WHEREAS the contractor entered into a contract with the municipality dated _____/20_____.

AND WHEREAS the Municipality requires an indemnity from the contractor.

NOW THEREFORE the contractor hereby indemnifies and holds harmless the Municipality in respect of all loss and/or damage that may be incurred or sustained by the contractor by reason of or in any way arising out of or caused by operations that may be carried out by the contractor in connection with the aforementioned contract; and also in respect of all claims that may be instituted against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or damage to life or property or any other cause whatsoever including all legal fees and costs that may be incurred by the Municipality in examining, resisting or settling any such claims.

SIGNATURE OF CONTRACTOR:	
DATE:	

SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



15. RESPONSIVENESS AND EVALUATION CRITERIA

1. GENERAL

- 1.1 All bids must be submitted in **handwriting and in non-erasable (black or blue) ink** on the official forms supplied by the municipality.
 - 1.1.1 Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
 - 1.2 Subject to the provisions of clause 1.3 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by erasing or using masking fluid / tape (Tipp-Ex or similar) on any submitted page or by pasting another page over it with glue.
 - 1.3 Notwithstanding the provisions of clause 1.2 of this document, alterations and/or corrections may only be affected as follows:
 - 1.3.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected), and initialling in the margin next to each and every alteration or correction.
 - 1.4 Bids submitted must be complete in all respects.
 - 1.4.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
 - 1.5 All bid prices will be final and binding.
 - 1.6 A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply
 - 1.7 Sealed bids, with the **“Bid Number and Title”** clearly endorsed on the envelope, must be deposited in the relevant **bid box** as indicated in the notice of the bid, **on or before the closing date and time** of the bid.
 - 1.7.1 Any bid received without the **“Bid Number and / or Title”** clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered
 - 1.8 The bid boxes are at the entrance of the Main Cash Hall, Hermanus Municipal Offices, 2 Magnolia Avenue, Hermanus.
 - 1.9 A specific bid box is provided for each bid to be deposited into and no bid will be considered which, after the closing date and time for that specific bid, is found in another box.
 - 1.10 The bid box deposit slot is 28cm x 2.5cm.
 - 1.11 Mailed, telegraphic or faxed bids **will not be accepted**.
 - 1.12 Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.
- 2. EVALUATION AND ADJUDICATION CRITERIA:**
- 2.1 Relevant specifications;
 - 2.2 Value for money;
 - 2.3 Capacity and capability of bidders to execute the contract; and
 - 2.4 PPPFA & associated regulations.
- 3. REQUIREMENTS OF A VALID BID:**
- 3.1 The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will

- not be considered, and no further correspondence will be entered into with regard to the following matters:
- 3.1.1 The tender has not been completed in non-erasable handwritten ink,
 - 3.1.2 Non-submission of a valid Tax Clearance Certificate and / or PIN,
 - 3.1.3 Incomplete Pricing Schedule or Bill of Quantities,
 - 3.1.4 A Form of Offer not signed in non-erasable ink,
 - 3.1.5 Bid submissions with material alterations / corrections not in compliance with Clause 1.2 and 1.3 above will be rejected.
 - 3.2 The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following:
 - 3.2.1 To complete the MBD 15 and to obtain copies of the most recent municipal account(s) from the recommended bidder(s)/owner(s)/director(s)/member(s)/shareholder(s);
 - 3.2.2 To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;
 - 3.2.3 To obtain the personal income tax number(s) from the recommended bidder;
 - 3.2.4 To obtain a valid Tax Clearance Certificate and / or PIN if the certificate has expired or become inactive after the closing date of the tender;
 - 3.2.5 To obtain a valid letter of good standing from the Workmen’s Compensation Commissioner, the latest assessment and proof of payment thereof;
 - 3.2.6 To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.
 - 3.2.6.1 If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.

4. TEST FOR RESPONSIVENESS:

- 4.1 A Bid will be considered non-responsive if:
 - 4.1.1 the bid is not in compliance with the specifications;
 - 4.1.2 the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document; and/or
 - 4.1.3 the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing.
- 4.2 The Municipality reserves the right to accept or reject:
 - 4.2.1 any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract. The MUNICIPALITY shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and will only provide written reasons for such action upon receipt of a written request to do so;.
 - 4.2.2 a bid offer which does not, in the Municipality’s opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
 - 4.2.3 the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and the Municipality is not obliged to accept the lowest or any bid.

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4.3 The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any municipal rates and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

5. INCORRECT INFORMATION

5.1 Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or may have, recover from the contractor all costs; losses or damages incurred or sustained by the municipality as a result of the award of the contract.

6. WITHDRAWAL OF BID DURING AND AFTER THE SCM PROCESS:

6.1 When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Overstrand holds the right to accept or reject with or without a claim for any damages.

6.2 When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

7. PRECEDENCE OF TERMS AND CONDITIONS

7.1 Precedence of terms and conditions in documentation during the bidding process and after award, resulting in a formal agreement:

7.1.1 The following legislative and legal precedence will apply to documentation during the bidding process subsequent to the award of a bid to a bidder:

- (a) Municipal Financial Management Act 56 of 2003
- (b) Municipal Supply Chain Management Regulations
- (c) Supply Chain Management policy
- (d) Specifications of the bid document
- (e) Special Conditions of Contract – if any
- (f) General Conditions of Contract
- (g) Service Level Agreements/ Service Delivery Agreements – if any
- (h) Memorandum of Understanding/ Memorandum of Agreements – if any

7.2 The documents mentioned in paragraphs (b), (c) and (f) can be found on the following website:
<https://www.overstrand.gov.za/en/documents/supply-chain-management/contract-documents>

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16. SPECIFICATIONS

1. INTRODUCTION / BACKGROUND

- 1.1.1. The Overstrand Municipality's objective with this project is to augment the potential of a small Business Hub in Hawston. The project will be phased and will eventually comprise 5 business units including associated roads and services.
- 1.1.2. Currently the first phase, which consists of 2 business units, has been completed but still **requires rectification and minor works to complete the first phase** in its entirety.

2. SCOPE

- 2.1.1. This contract is for the completion and rectifying of outstanding works, including civils and structural works on the existing 2 business units of the Business Hub in Hawston, Western Cape.
- 2.1.2. Attached to this tender documentation are the Building Works and Civil Works defects lists.
- 2.1.3. The construction shall be carefully planned and managed with minimal effect on the built and unbuilt environment. All construction activities on this site will take place within a demarcated zone unless otherwise agreed by the Employer's Agent in writing. Non-compliance with relevant legislations and contract specifications about construction activities will not be tolerated. Work will be stopped where there is non-compliance of the above until non-compliance is rectified to the satisfaction of the Employer's Agent. Delays to programme emanating therefrom will not constitute an extension of time and no claim thereto will be entertained.
- 2.1.4. If the Contractor does make use of existing streets for the hauling of materials to or from the site, he shall be held responsible to clear any spillage caused by such activities on or near the roads by whatever means necessary, within two (2) days after such spillage occurred. No additional payment will be made for the clearing of spillage and all relevant costs will be deemed to be covered under the relevant items. The contractor will be responsible to undertake all remedial work at his own for any damage to the existing roads and services.
- 2.1.5. The contractor shall make his own arrangements for water, electricity, or any other service he may require. No unauthorised connections to existing facilities may be made. The cost of water, electricity and any other service shall be included in the rates for the relevant item.

3. GENERAL

3.1. Compulsory site visit for clarification/information

A compulsory site visit will take place on: Friday, **27 June 2022** at **10h00** at the **Hawston Business Hub site in Harbour Road** (34°23'45,7" S 19°08'03,6" E).

3.2. Contract period

It is estimated that this project be completed within a **4-week construction period** from the date of issue of the official order

3.3. Validity period of quotation

- 3.3.1. The tender/quotation must remain valid, irrevocable and open for acceptance for a period of hundred and twenty (120) days after closing date.
- 3.3.2. The validity period of a bid may be extended by the accounting officer, or his/her delegate, prior to the expiry of the validity period indicated in item 3.3.1 above.

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3.4. COIDA

The successful bidder must be COIDA compliant before the execution of any work in terms of the contractual obligations and for the duration of the contract. A letter of good standing in terms of COIDA or latest assessment and proof of payment thereof or proof of registration (only in cases of a new registration) will suffice.

4. PRE-QUALIFICATION CRITERIA, SUB-CONTRACTING AND SOCIAL RESPONSIBILITY

Not applicable

5. PROMOTION OF LOCAL LABOUR

- 5.1. It is a requirement of this tender that all unskilled labourers be sourced from the local labour market, i.e. labourers residing within the Overstrand municipal area.
- 5.2. The remuneration of the labour force must at least comply with minimum wages as determined by the Department of Labour for the respective sectors from time to time.

6. CIDB CONTRACTOR GRADING

- 6.1. It is estimated that tenderers must have a CIDB contractor grading designation of **1GB** or higher.
- 6.2. Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations, for a GB class of work, are eligible to have their tenders evaluated.
- 6.3. Tenderers must submit with the bid submission proof of application to register for the relevant contractor grading designation in a case of them being capable of being registered with CIDB prior to the evaluation of submission. Failure to submit proof will result in their bid not being evaluated.
- 6.4. CIDB Regulation 25(7A) states that: -
“An organ of state may subject to its procurement policy and notwithstanding anything to the contrary contained in this regulation, evaluate and award a tender offer from a tenderer who is registered but who tendered outside of his or her tender value range as contemplated in regulation 17, provided that –
 - (a) *the margin with which the tenderer exceeded his or her tender value range contemplated in regulation 17, is reasonable.*
 - (b) *the award of the contract does not pose undue risk to the organ of state;*
 - (c) *the tender offer in all other aspects comply with these Regulations; and*
 - (d) *the report referred to in regulation 21 or 38(5) and (6), indicates whether this sub-regulation was applied in the award of the tender.”*
- 6.5. The Overstrand Municipality, based on past practices, has established, and accepted that a reasonable amount referred to in Regulation 25(7A) (a) is 20% higher than the threshold (upper limit) of a contractor’s CIDB grading.
- 6.6. Based on past practices and to comply with CIDB Regulation 25(7A), bids received where a bidder’s offer will amount to more than the reasonable amount of 20% above its CIDB grading will not be accepted and evaluated further and will be deemed non-responsive.

7. LOCAL CONTENT

- 7.1. It is a requirement of this tender that various items adhere to the local content requirements as set out by the Department of Trade and Industry – See MBD 6.2 for details.
- 7.2. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

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7.3. Exemption

- 7.3.1. Where the minimum threshold for local content cannot be met for various reasons, bidders must apply for exemption **for each bid (tender / formal quotation).**
- 7.3.2. After checking with the industry, the dti will decide whether to grant an exemption or not.
- 7.3.3. In the official request (signed letter), the following information should be included: • Procuring entity/government department/ state owned company. • Tender/bid number. • Closing date. • Item(s) for which the exemption is being requested for. • Description of the goods, services or works for which the requested exemption item will be used for and the local content that can be met. • Reason(s) for the request. • Supporting letters from local manufacturers and suppliers.
- 7.3.4. The turnaround time in response to exemption letters for all designated products is five working days with the exception of rail and boats/vessels which is seven working days.
- 7.3.5. Requests for exemption letters must be directed to: Dr Tebogo Makube Chief Director: Industrial Procurement Tel: 012 394 3927 E-mail: tmakube@thedti.gov.za

NB - Exemption letters are tender specific, and applications are not transferrable.

7.4. Minimum local content contained in these specifications are as follows:

Local Content			
Product Designation	Listing no. in specifications	Product	Estimated quantity
Cement	Item 1.10 & Item 1.17	Masonry Cement	1 m ²

8. EVALUATION AND ADJUDICATION

- 8.1. All items will be evaluated and awarded individually where applicable.
- 8.2. The bid will be evaluated and awarded, based on the eligibility and technical criteria below.
- 8.3. The estimated quantities will be used for evaluation purposes only and must not be seen as actual quantities to be awarded.

9. ELIGIBILITY CRITERIA

The evaluation of tenders will be done in terms of compliance with the following criteria. Tenders that do not comply with all the criteria below will not be evaluated further.

Description of requirements		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
9.1.	Construction programme indicating that you would be able to complete the project within the 4-week time frame			
9.2.	Provide at least 2 contactable references and specific details of at least 2 projects of a similar nature completed			
9.3.	Health and Safety Plan			

10. FUNCTIONALITY CRITERIA

Not applicable

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11. TECHNICAL REQUIREMENTS

The following technical requirements apply:

11.1. Legislative Requirements

Description of requirements		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
11.1.1.	The employer and his Contractor have to comply with the Occupational Health & Safety Act No. 85 of 1993 as amended by the Occupational Health & Safety amendment Act No. 181 of 1993, including the relevant regulations.			
11.1.2.	The Basic Conditions of Employment Act of 1997 and any relevant sectorial determinations gazetted under this Act.			

11.2. The Specifications and the Bill of Quantities are to be read in conjunction with:

11.2.1. SANS construction standards

11.2.2. General good building practice

11.2.3. The defect lists for Building Construction and Civil Construction Works forming part of this document.

11.3. The Building Construction Works comprises of the following remedial works:

11.3.1. Rusted end gutter

Remove all rust by wire brush and made good with Twin Pack Zinc Fix Epoxy or equivalent

11.3.2. Windblocks and surrounds to be painted to match

Sand down to suit and apply two final coats matching Plascon paint or equivalent

11.3.3. Cracking of plaster and brickwork alongside expansion joints not formed.

Open plaster crack 5mm wide and apply Sika bonding agent or equivalent, smooth down and repaint to match existing. Remove adjacent existing silicone and cut a proper expansion 8mm joint in brickwork. Fit Jointex or equivalent to suit and fill with polysulphide jointing or equal approved.

11.3.4. Double header above door

Fill gap between headers at top end of door with silicone. Fit Timber cover to match over and must look like one piece of timber. Apply 4 coats of varnish.

11.3.5. Incorrect FRC barges fitted

Remove Nutec barge flashing and Fit sheet metal flashing to match roofing.

11.3.6. Facias are not finished off with jointing strips at butted ends

Clean out between butted ends and apply silicone between.

11.3.7. Poorly fitted facia and barge.

Remove lower barge at grid C4. Make good all plasterwork and painting. Refit existing facia.

11.3.8. Gutter too short

Fit dummy gutter block piece to match existing gutter part end to suit.

11.3.9. General cleaning in and around buildings.

Remove debris from site (see items 9.1 to 9.4 in list of building work defects)

- 11.3.10. **Uneven plastering**
Flush up uneven plastering and re-paint with matching Plascon or equivalent.
- 11.3.11. **Incomplete painting**
Apply 2-final coats of matching Plascon or equivalent.
- 11.3.12. **Manhole cover not seated properly**
Double seal grooves filled with sand and debris. Remove and clean and re-seat.
- 11.3.13. **Fix and tape up irregular and uneven alucushion (see items 13.1 to 13.6 in list of building work defects)**
Tension up existing wire & tape up to specialist's recommendation to match. (Duct tape). Straighten and refix.
- 11.3.14. **Clean Dirty steel**
Clean steel with water and scotch bright pads.
- 11.3.15. **Stolen External Tap**
Fit and supply new tap
- 11.3.16. **Supply and install Whirly Birds (or equivalent) and soaker flanges and make good surrounds.**
Cut openings in existing roofs. Supply and fit Whirly Birds (or equivalent) and soaker flanges and make good surrounds.
- 11.3.17. **Fix gap in brickwall behind steel plates (see item 17.1 and 17.2 in the list of building work defects)**
Build in matching brick/s and paint.
- 11.3.18. **Brick Beam filling omitted.**
Box steel beams H152x152 with 50x50 branderling at 900 crs and fix Nutec (or equivalent) 12mm x 255 wide – 5mlong. Paint with one primer and two final coats. Colour to match existing.
- 11.3.19. **Brick Beam filling omitted.**
Fix 50x50x300mm long branderling at 900 centres to existing timber top rail and fix 12mm Nutec x 300 – 5,0m length. Paint with one primer and two final coats. Colour to match existing.
- 11.3.20. **Gutter not fixed to steel column**
Fit L75x50x6 – 50mm long by welding. Wire brush and apply zinc fix Twin Pack Epoxy or equivalent only once all angles have been fitted.
- 11.3.21. **Beamfilling omitted in purlins**
Fill in holes with broken brick and white polyfiller.
- 11.3.22. **Incorrect sided door frame fitted with door fitted**
Remove striker plate and close opening. Fit new striker plate to suit. Remove existing redundant hinges. Close opening 20x100mm.
- 11.3.23. **Fix to wall toilet roll dispensers,**
Fix to wall toilet roll dispensers using brass or Aluzinc screws or (see items 23.1 and 23.2 in the list of building work defects)
- 11.3.24. **Toilet partition frame unfinished**
Fit additional aluminium corner trims.
- 11.3.25. **Toilet partition support feet bedding to be cleaned and sparkled**
Clean around support feet and remove labels.

- 11.3.26. **Supply and install hand basin with crack on outer rim.**
Remove existing cracked hand basin and replace with new White Hand Basin (Vaal 510X405mm – Hibiscus 7023 or equivalent)
- 11.3.27. **Silicone sealant omitted between splashbacks and hand basin**
Apply silicone and make good.
- 11.3.28. **Black Vinyl Skirting detached from wall.**
Remove all loose skirting and re-attach to wall.

11.4. The Civil Construction Works comprises of the following remedial works:

- 11.4.1. **Premix at bellmouth was removed to install stormwater v-channel**
500mm wide strip to be neatly cut for width of bellmouth entrance. Compact existing basecourse to 97% MDD and apply prime coat – Tack coat of 30% stable mix at 0.55l/m² on the edge of v-channel. 500mm strip to be premixed and Colseal crack sealant or equivalent to be applied along the new and existing premix edge.
- 11.4.2. **Insitu concrete stormwater channel damaged**
Removed insitu concrete and replace with cast insitu concrete stormwater and precast channels.
- 11.4.3. **Visible lack of grout for interlocking paving**
Rolling of pavers to locked up condition, including grouting (jointing sand).
- 11.4.4. **Transitional channel damaged and removed**
Supply and lay/Construct new transitional kerb/grade 20Mpa concrete channel to paving level.
- 11.4.5. **Remove excess material and clean paving**
Remove excess material and clean paving
- 11.4.6. **Visible lack of grout for interlocking paving in sidewalk**
Rolling of pavers to locked up condition, including grouting (jointing sand).
- 11.4.7. **Fire Hydrant cover level not flush with pavement levels**
Open chamber, remove cover and frame and adjust cover level to suit adjacent paving level.
- 11.4.8. **Bulk water meter chamber too small for depth of pipe**
Remove existing water meter chamber and reconstruct to 600x600mm dimensions.
- 11.4.9. **Concrete transitional stormwater channel incomplete**
New grade 20Mpa transitional stormwater channel to be cast between half-round channels. New 300mm half-round channel to be installed to daylight stormwater off-site.
- 11.4.10. **Parking area roadmarking inadequate**
Roadmarking in deficient areas to be resprayed.
- 11.4.11. **Excess topsoil and building material on site**
Building material to be removed off site. Topsoil to be levelled to existing levels or removed off-site
- 11.4.12. **Excess topsoil and building material on site**
Excess building material to be removed off site. Topsoil to be levelled to existing levels or removed off-site
- 11.4.13. **Insitu stormwater casting incomplete**
Existing transitional casting to be removed and construct new transitional stormwater casting
- 11.4.14. **Caulking between half-round channels incomplete**
Caulking between half-round channel to be redone. Adjacent NGL levels to be trimmed.

- 11.4.15. **Caulking incomplete. Manhole cover and frame does not close entirely**
Caulking to be completed. Cover and frame to be adjusted or replaced to be flush with surrounding paving.
- 11.4.16. **Manhole cover and frame filled with mortar and not secure**
Manhole cover and frame to be cleaned and properly fitted.
- 11.4.17. **Stop valve chamber built incorrect.**
Demolish stop valve chamber and rebuild to specification.
- 11.4.18. **150x150mm gulley chamber cover level is 150mm above paving level**
Breakdown existing gulley chamber and rebuild to correct specification and level.
- 11.4.19. **Foul sewer manhole caulking and plaster incomplete**
Caulking between slab and manhole frame to be completed
- 11.4.20. **Benching incomplete in LHS ablution unit stormwater gulley**
Benching in stormwater gulley to be repaired.
- 11.4.21. **Visible lack of grout for interlocking paving**
Rolling of pavers to locked up condition, including grouting (jointing sand).
- 11.4.22. **Excess building material and unsuitable material on future unit 1 platform**
All unsuitable material to be removed, stockpiled, or discarded off-site.

12. INFORMATION TO BE PROVIDED BY THE BIDDER

The following information to be provided by the bidder together with this document:

- 12.1. Curriculum Vitae(s) of the Site Representative (Foreman) and Health and Safety Representative
- 12.2. Proof of CIBD registration of 1GB or higher.

13. PRICING DATA

13.1. PRICING ASSUMPTIONS

- 13.1.1. The successful bidder should be able to provide a detailed breakdown of rates as per the BOQ as supplied by the Quantity Surveyor. The Tender must include contingency amount as stipulated. All PC amounts to be included and are exclusive of VAT.
- 13.1.2. The Tendered Price must include VAT. If the bidder is not a registered VAT vendor, it must be indicated as such in the summary of Bill of Quantities below.
- 13.1.3. The prices and rates to be inserted in the Bill of Quantities are to be the full inclusive prices for the work described under the items. Such prices and rates shall cover all costs and expenses that may be required in accordance with the provisions of this document and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices shall be used as a basis for assessment of payment for additional work that may have to be carried out.
- 13.1.4. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
- 13.1.5. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.



13.1.6. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

13.2. BILL OF QUANTITIES

BILL NO. 1 – Building Construction Works.....

BILL NO. 2 – Civil Construction Works.....

BILLS OF QUANTITIES SUMMARY.....

17. PRICING SCHEDULE

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

	INDICATE WITH AN 'X'							
	YES				NO			
Are you/is the firm a registered VAT Vendor								
If "YES", please provide VAT number								

I / We _____
 (full name of Bidder) the undersigned in my capacity as _____
 of the firm _____

hereby offer to Overstrand Municipality to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Overstrand Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

PRICING SCHEDULE:**BILL NO. 1 - BUILDING WORKS**

Item/ Sheet #	Description of Defect/Repair	Unit	Quantity	Rate (Excl. VAT)	Total (Excl. VAT)
1.1	Rusted end gutter	Sum	1,00		
1.2	Windblocks and surrounds to be painted to match	Sum	1,00		
1.3	Cracking of plaster and brickwork alongside expansion joints not formed.	m	42,40		
1.4	Double header above door	m	5,00		
1.5	Incorrect FRC barges fitted	m	61,00		
1.6	Facias are not finished off with jointing strips at butted ends	No	20,00		
1.7	Poorly fitted fascia and barge.	No	1,50		
1.8	Gutter too short	Item	1,00		
1.9	General cleaning in and around buildings. Remove debris from site (see items 9.1 to 9.4 in list of building work defects)	Sum	1,00		
1.10	Uneven plastering	m ²	1,00		
1.11	Incomplete painting	m ²	2,10		
1.12	Manhole cover not seated properly	No	3,00		
1.13	Fix and tape up irregular and uneven alucushion (see items 13.1 to 13.6 in list of building work defects)	Sum	1,00		

1.14	Clean Dirty steel	m	2,75		
1.15	Stolen External Tap	No	1,00		
1.16	Supply and install Whirly Birds (or equivalent) and soaker flanges and make good surrounds.	No	6,00		
1.17	Fix gap in brickwall behind steel plates (see item 17.1 and 17.2 in the list of building work defects)	Sum	1,00		
1.18	Brick Beam filling omitted.	Sum	1,00		
1.19	Brick Beam filling omitted.	Sum	1,00		
1.20	Gutter not fixed to steel column	Sum	1,00		
1.21	Beamfilling omitted in purlins	Sum	1,00		
1.22	Incorrect sided door frame fitted with door fitted	Sum	1,00		
1.23	Fix to wall toilet roll dispensers, using brass screws (see items 23.1 and 23.2 in the list of building work defects)	Sum	1,00		
1.24	Toilet partition frame unfinished	Sum	1,00		
1.25	Toilet partition support feet bedding to be cleaned and sparkled	Sum	1,00		
1.26	Supply and install hand basin with crack on outer rim	Sum	1,00		
1.27	Silicone sealant omitted between splashbacks and hand basin	m	3,00		
1.28	Black Vinyl Skirting detached from wall	m	60,00		
Total carried forward to Summary (Excluding VAT)					

BILL NO. 2 CIVIL WORKS

Item/ Sheet #	Description of Defect/Repair	Unit	Quantity	Rate (Excl. VAT)	Total (Excl. VAT)
2.1	Repair Civil works defects (items 1 to 22 of the Civil Work Defects)	Prov Sum	1	R 20 000,00	R 20 000,00
2.2	Community Liaison Officer	PC Sum	1	R 28 000,00	R 28 000,00
Total carried forward to Summary (Excluding VAT)					R 48 000,00

SUMMARY OF BILL OF QUANTITIES

Section	Summary Description	Amount (Excl. VAT)
1	BUILDING WORKS	
2	CIVIL WORKS	R 48 000,00
SUB-TOTAL		
<u>CONTINGENCIES</u> (Allow 10 % on the sum of building & civil works to be spend as the Engineer directed)		10%
TOTAL INCLUDING CONTINGENCIES (Excluding VAT)		
VALUE ADDED TAX (15% VAT)		
Total Including 15% VAT		



18. APPENDICES

APPENDIX 1: BUILDING WORKS DEFECTS LIST

APPENDIX 2: CIVIL WORKS DEFECTS LIST

APPENDIX 1 - BUILDING WORKS DEFECTS LIST

WORKS TO BE REPAIRED/DEFECTED	
Location:	Hawston Industrial Hub – Building 2 (Ablution Block)
Element/Item:	Gutter End
Position:	1A
Inspected by:	C Beukes/C Woods
Sheet No.:	1
	Date: 24 January 2022
	
Description of Defect/Repair:	
Rusted end gutter	
Remedial Procedure:	
Remove all rust by wire brush and made good with Twin Pack Zinc Fix Epoxy or equivalent.	
Estimated Quantity:	
0.05sqm	
Checked by:	

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Painting to Winblocks**Position:** A2-A4**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 2Description of Defect/Repair:

Winblocks and surrounds to be painted to match.

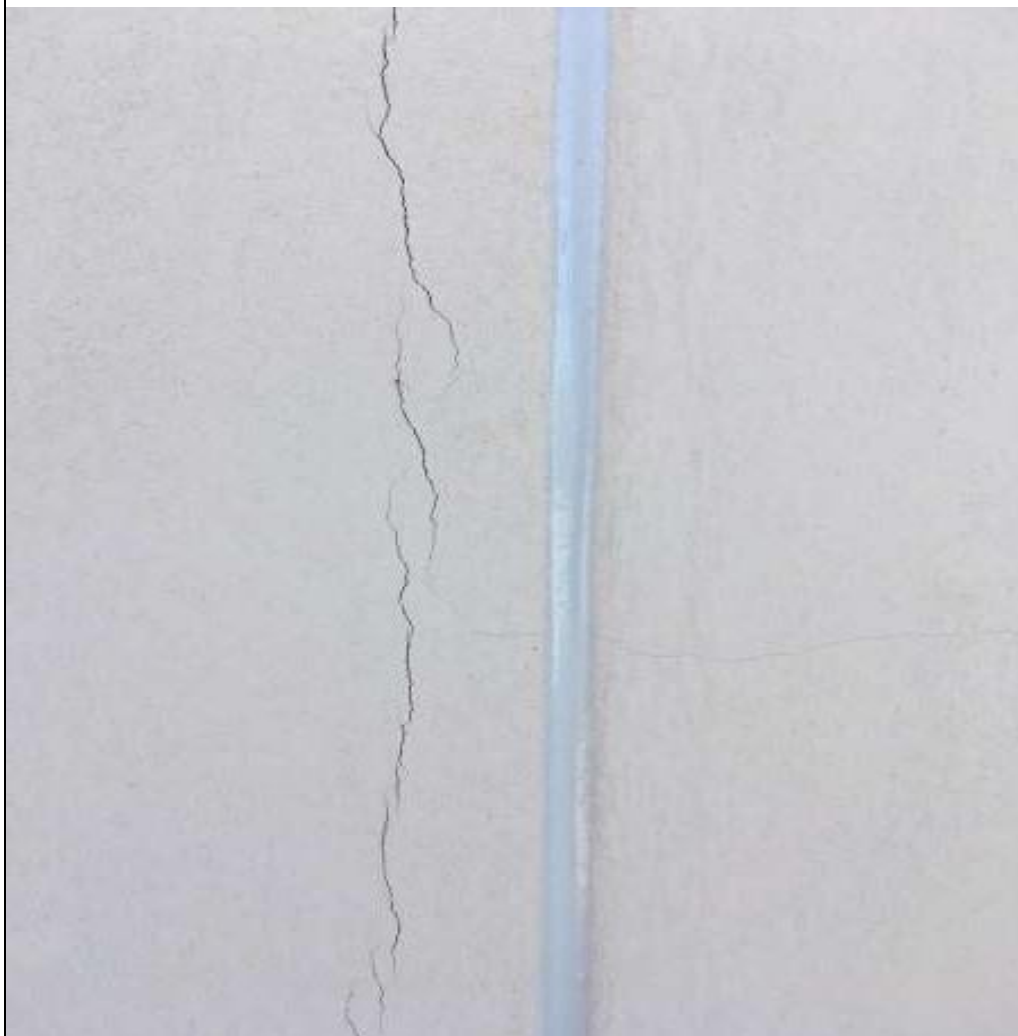
Remedial Procedure:

Sand down to suit and apply two final coats matching Plascon plant or equivalent.

Estimated Quantity:

1X 3,0m

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 1 (Typical Unit)/Building 2 (Ablution Block)**Element/Item:** Cracking**Position:** Next to Expansion Joints (A2,A3,C2,C3,B1 and B4.)**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 3**Description of Defect/Repair:**

Cracking of plaster and brickwork along side expansion joints not formed.

Remedial Procedure:

Open plaster crack 5mm wide and apply Sika bonding agent or equivalent, smooth down and repaint to match existing. Remove adjacent existing silicone and cut a proper expansion 8mm joint in brickwork. Fit Jointex or equivalent to suit and fill with polysulphide jointing or equal approved.

Estimated Quantity:

2(4x3,8m + 2X3,0m)

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 1 (Typical Unit)/Building 2 (Ablution Block)**Element/Item:** Double Headers above door**Position:** On grid Line C.**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 4Description of Defect/Repair:

Double header above door.

Remedial Procedure:

Fill gap between headers at top end of door with silicone. Fit Timber cover to match over and must look like one piece of timber. Apply 4 coats of varnish.

Estimated Quantity:

2No. Off and 3 No. Off.

Checked by:

WORKS TO BE REPAIRED/DEFECTED	
Location:	Hawston Industrial Hub – Building 1 (Typical Unit)/Building 2 (Ablution Block)
Element/Item:	Barge Boards
Position:	Along Grids A and C
Inspected by:	C Beukes/C Woods
Sheet No.:	5
	Date: 24 January 2022
	
Description of Defect/Repair:	
Incorrect flashing fitted.	
Remedial Procedure:	
Remove Nutec barge flashing and Fit sheet metal flashing to match roofing. Size - 0,8x75x300	
Estimated Quantity:	
2x4 – 7,6m = 60.8	
Checked by:	

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 1 (Typical Unit)/Building 2 (Ablution Block)**Element/Item:** Facias**Position:** Along Grids A and C.**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 6Description of Defect/Repair:

Facias are not finished off with jointing strips at butted ends.

Remedial Procedure:

Clean out between butted ends and apply silicone between.

Estimated Quantity:

20 – No. Off x 250mm long.

Checked by:

WORKS TO BE REPAIRED/DEFECTED	
Location:	Hawston Industrial Hub – Building 2 (Ablution Block)
Element/Item: Facia	
Position:	Along C4 to C3.
Inspected by:	C Beukes/C Woods
Sheet No.: 7	Date: 24 January 2022
	
<u>Description of Defect/Repair:</u> Poorly fitted facia and barge.	
<u>Remedial Procedure:</u> Remove lower barge at grid C4. Make good all plasterwork and painting. Refit existing facia.	
<u>Estimated Quantity:</u> 1-3m facia. Plastering and painting 200x600.	
Checked by:	

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Gutter**Position:** C4**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 8Description of Defect/Repair:

Galvanised gutter too short.

Remedial Procedure:


Fit dummy hot dipped galvanized gutter block piece to match existing gutter part end to suit.

Estimated Quantity:

1-PL3x100mmx100mmx150mm.

Checked by:

WORKS TO BE REPAIRED/DEFECTED	
Location: Hawston Industrial Hub – Building 1 (Typical Unit)/Building 2 (Ablution Block) Element/Item: Winblock Position: Between Buildings Inspected by: C Beukes/C Woods Date: 24 January 2022 Sheet No.: 9.1	
	
Description of Defect/Repair: Remove Winblock from site.	
Remedial Procedure: Remove Winblock from site	
Estimated Quantity: 1 No. Off 280x600x600.	

WORKS TO BE REPAIRED/DEFECTED	
Location:	Hawston Industrial Hub – Building 1 (Typical Unit)
Element/Item:	Paint splatter.
Position:	Along grid line A.
Inspected by:	C Beukes/C Woods
Sheet No.:	9.2
Date: 24 January 2022	
	
Description of Defect/Repair: Paint splatter to steel roller door .	
Remedial Procedure: Remove paint spatter.	
Estimated Quantity: 3 – 20 No.	
Checked by:	

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 1 (Typical Unit)/Building 2 (Ablution Block)**Element/Item:** Bagged Rubble**Position:** External**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 9.3**Description of Defect/Repair:**

Bagged rubble.

Remedial Procedure:

Remove from site.

Estimated Quantity:

3No. – 20 Litre bags.

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 1 (Typical Unit)/Building 2 (Ablution Block)**Element/Item:** General building debris**Position:** Outside of buildings**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 9.4**Description of Defect/Repair:**

General debris to be cleaned around building to be swept clean.

Remedial Procedure:

Sweep clean and remove from site.

Estimated Quantity:

2-2mX45m

Checked by:

WORKS TO BE REPAIRED/DEFECTED

Location: Hawston Industrial Hub –Building 2 (Ablution Block)
Element/Item: Builders Equipment and rubble
Position: A to C/3 to 4
Inspected by: C Beukes/C Woods **Date:** 24 January 2022
Sheet No.: 9.5



Description of Defect/Repair:
 Remove from Site and sweep clean unit

Remedial Procedure:
 Remove from Site and sweep clean unit

Estimated Quantity:
 1-Framed wire mesh fence (1,5X2,5) and 1cubic meters of rubble/debris.

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 1 (Typical Unit)/Building 2 (Ablution Block)**Element/Item:** Rubble**Position:** Between on site paved road and tarred road.**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 9.6**Description of Defect/Repair:**

Road paving bricks rubble.

Remedial Procedure:

Remove from site.

Estimated Quantity:

0,4 cubic meters

Checked by:

WORKS TO BE REPAIRED/DEFECTED	
Location:	Hawston Industrial Hub – Building 2 (Ablution Block)
Element/Item:	Plastering
Position:	A1
Inspected by:	C Beukes/C Woods
Sheet No.:	10
Date: 24 January 2022	
	
Description of Defect/Repair:	
Uneven plastering.	
Remedial Procedure:	
Flush up and re-paint.	
Estimated Quantity:	
0,5sqm.	
Checked by:	

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 1 (Typical Unit)**Element/Item:** Painting**Position:** A4 to C4**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 11Description of Defect/Repair:

Incomplete painting.

Remedial Procedure:

Apply 2-final coats of matching Plascon paint or equivalent

Estimated Quantity:

1-0,2x10,5m

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 1 (Typical Unit)/Building 2 (Ablution Block)**Element/Item:** Manhole Cover**Position:** External**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 12**Description of Defect/Repair:**

Manhole cover not seated properly.

Remedial Procedure:

Double seal grooves filled with sand and debris. Remove and clean and re-seat.

Estimated Quantity:

3-No.

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Alucushion**Position:** A4**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 13.1**Description of Defect/Repair:**

Torn alucushion.

Remedial Procedure:

Tape up to specialist's recommendation to match. (Duct tape)

Estimated Quantity:

1x1,0m + 6x3,0m

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Alucushion**Position:** B4**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 13.2**Description of Defect/Repair:**

Irregular and uneven alucushion.

Remedial Procedure:

Straighten and refix.

Estimated Quantity:

1-1,0m

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Alucushion**Position:** C4**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 13.3**Description of Defect/Repair:**

Projecting Alucushion.

Remedial Procedure:

Remove or fold back.

Estimated Quantity:1

No. – 0,05 sqm.

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 1 (Typical Unit)**Element/Item:** Alucushion**Position:** A1 to C1, A4 to C4**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 13.4**Description of Defect/Repair:**

Loose alucushion and tension wiring.

Remedial Procedure:

Tension up existing wire & tape up to specialist's recommendation to match. (Duct tape)

Estimated Quantity:

6-3,0m duct tape.

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Dirty Steel**Position:** B3 to B4**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 14Description of Defect/Repair:

Dirty steel.

Remedial Procedure:

Clean steel with water and Scotch Bright pads or equivalent.

Estimated Quantity:1

No. – 0,5x5,5m

Checked by:

WORKS TO BE REPAIRED/DEFECTED	
Location: Hawston Industrial Hub – Building 2 (Ablution Block)	
Element/Item: External Tap	
Position: A1	
Inspected by: C Beukes/C Woods	Date: 24 January 2022
Sheet No.: 15	
	
Description of Defect/Repair: Stolen External Tap	
Remedial Procedure: Fit new tap	
Estimated Quantity: No. 1	
Checked by:	

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 1 (Typical Unit)/Building 2 (Ablution Block)**Element/Item:** Whirly Bird Roof Vents**Position:** Top of roofs**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 16**Description of Defect/Repair:**

Roof sloping vents – Type Whirly Birds. Not fitted.

Remedial Procedure:

Cut openings in existing roofs. Supply and fit Whirly Birds (or equivalent) and soaker flanges and make good surrounds.

Estimated Quantity:

6 No. – Whirly Birds (or equivalent)

3 No. – 2,5m Soaker flanges

3 No. – 3,5m Soaker Flanges

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Void behind plate**Position:** B4**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 17.1**Description of Defect/Repair:**

Hollow behind steel plate.

Remedial Procedure:

Build in matching brick/s and paint

Estimated Quantity:2

cubic cm

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Void behind plate**Position:** C4**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 17.2Description of Defect/Repair:

Hollow behind steel plate.

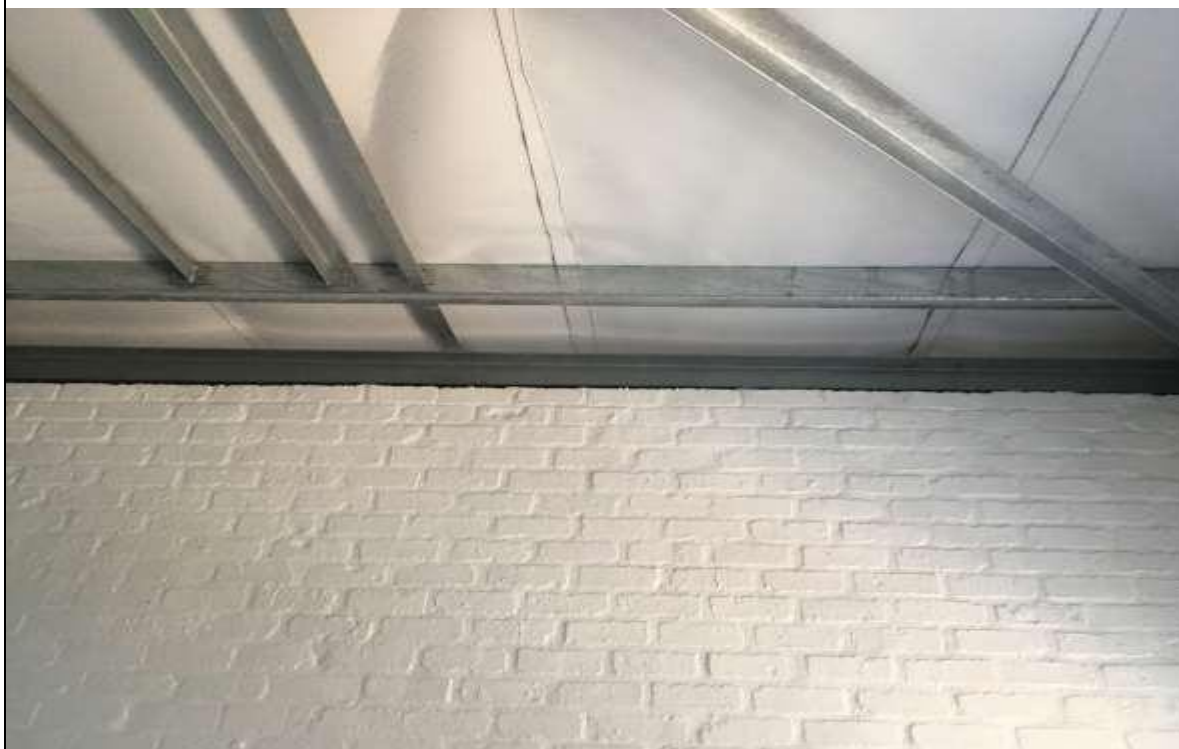
Remedial Procedure:

Build in matching brick/s and paint

Estimated Quantity:2

cubic cm

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 1 (Typical Unit)/Building 2 (Ablution Block)**Element/Item:** Beam filling**Position:** A2 to C2, A3 to C3**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 18**Description of Defect/Repair:**

Brick Beam filling omitted.

Remedial Procedure:

Box steel beams H152x152 with 50x50 branderling at 900 crs and fix Nute (or equivalent)c 12mm x 255 wide – 5mlong.

Paint - one primer and two final coats. Colour to match existing.

Estimated Quantity:

8No. - 50x50mm branderling at 900 centres

Fix Nutec 16mm x 255 – 5m long.

Painting 8 x 1,3sqm primer plus final coats.

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 1 (Typical Unit)/Building 2 (Ablution Block)**Element/Item:** Beam filling**Position:** A1 to C1, A4 to C4.**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 19Description of Defect/Repair:

Brick Beam filling omitted.

Remedial Procedure:

Fix 50x50x300mm long brandering at 900 centres to existing timber top rail and fix 12mm Nutec x 300 – 5,0m lg.

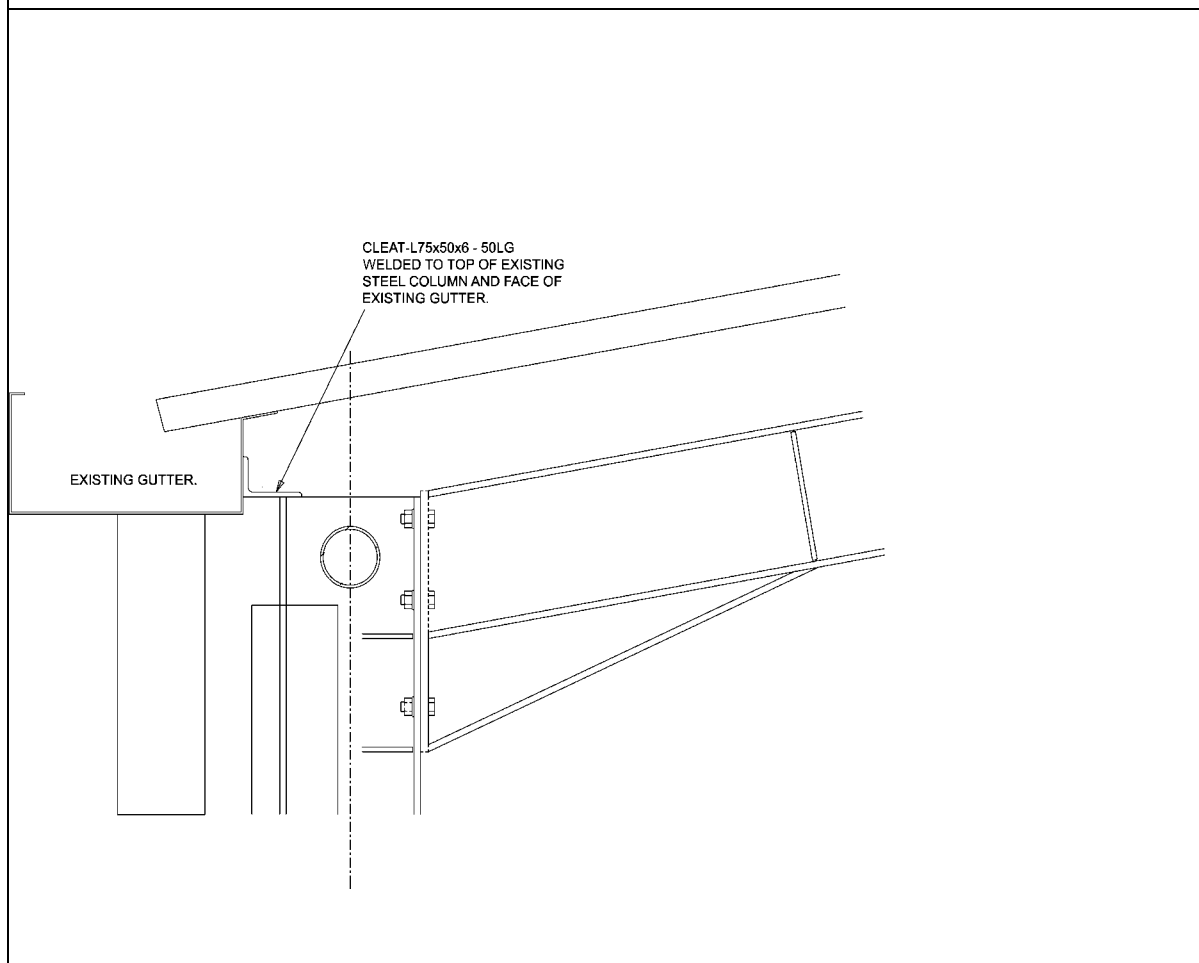
Paint - one primer and two final coats. Colour to match existing.

Estimated Quantity:

8x7=56No off – 50x50mm battens - 0,3m long. = 16.80m

8No off – 16mm Nutec x 300mm wide – 5,0m.

8No off – 3 coats paint x 1,5sqm = 12m²**Checked by:**

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 1 (Typical Unit)/Building 2 (Ablution Block)**Element/Item:** Gutter**Position:** A1 to C1, A4 to C4.**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 20**Description of Defect/Repair:**

Gutter not fixed to steel column.

Remedial Procedure:

Fit L75x50x6 – 50mm long by welding. Wire brush and apply Zinc Fix Twin Pack Epoxy or equivalent only once all angles have been fitted.

Estimated Quantity:

12No - 75x50x6 angle – 50mm long and 1- Pack Zinc Fix Twin Pack epoxy or equivalent.

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Beamfill in purlins**Position:** A3 to A4**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 21**Description of Defect/Repair:**

Beamfilling omitted in purlins.

Remedial Procedure:

Fill in holes with broken brick and white polyfiller.

Estimated Quantity:

2X1 – cubic cm.

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Door and frame**Position:** Disabled Toilet**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 22**Description of Defect/Repair:**

Incorrect sided door frame fitted with door fitted.

Remedial Procedure:

Remove striker plate and close opening. Fit new striker plate to suit. Remove existing redundant hinges. Close opening 20x100mm.

Estimated Quantity:

1No. – Striker plate. Remove 2No existing hinges.

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Toilet roll holder dispenser.**Position:** Disabled Toilet**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 23.1**Description of Defect/Repair:**

Toilet roll dispenser not fitted.

Remedial Procedure:

TR dispenser to be fitted.

Estimated Quantity:

Wall mount with 4No. – plugs and screws.

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Toilet Roll holder Dispenser**Position:** Male toilet**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 23.2**Description of Defect/Repair:**

Toilet roll dispenser not fixed securely.

Remedial Procedure:

Fit self tapping screws.

Estimated Quantity:

Fit 4No. self tapping screws.

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Drywall Partitions**Position:** Male Toilets**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 24**Description of Defect/Repair:**

Toilet partition frame unfinished.

Remedial Procedure:

Fit additional aluminium corner trims.

Estimated Quantity:

2No - 25x25x2mm – 100mm long mitred and fixed/glued.

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Drywall partitions**Position:** Male toilets**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 25Description of Defect/Repair:

Toilet partition support feet bedding to be cleaned and sparkled.

Remedial Procedure:

Clean around support feet and remove lables.

Estimated Quantity:

4No. Support feet and 3No. lables and 10sqm to be sparkled.

Checked by:

WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Hand Basin**Position:** Female toilet**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 26**Description of Defect/Repair:**

Crack on outer rim of hand basin.

Remedial Procedure:

Remove existing cracked hand basin and replace with new.

Estimated Quantity:

1-No. White Hand Basin (Vaal 510X405mm – Hibiscus 7023) or equivalent

Checked by:

WORKS TO BE REPAIRED/DEFECTED	
Location:	Hawston Industrial Hub – Building 2 (Ablution Block)
Element/Item:	Silicone
Position:	Male, Female & Disabled toilets
Inspected by:	C Beukes/C Woods
Sheet No.:	27
	Date: 24 January 2022
	
Description of Defect/Repair:	
Silicone sealant omitted between splashbacks and hand basin.	
Remedial Procedure:	
Apply silicone and make good.	
Estimated Quantity: 6	
No. – 500mm lg.	
Checked by:	

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WORKS TO BE REPAIRED/DEFECTED**Location:** Hawston Industrial Hub – Building 2 (Ablution Block)**Element/Item:** Vinyl Skirting**Position:** Ablutions**Inspected by:** C Beukes/C Woods**Date:** 24 January 2022**Sheet No.:** 28Description of Defect/Repair:

Black Vinyl Skirting becoming detached from wall.

Remedial Procedure:

Remove all loose skirting and re-attach to wall.

Estimated Quantity:

Total - 60 m

Checked by:

19. APPENDIX 2 - CIVIL WORKS DEFECTS LIST
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WORKS TO BE REPAIRED**Location:** Entrance Road**Element/Item:** Premix**Position:** Bellmouth Entrance**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 1Description of Defect/Repair:

Premix at bellmouth was removed to install stormwater v-channel.

Remedial Procedure:

500mm wide strip to be neatly cut for width of bellmouth entrance. Compact existing basecourse to 97% MDD and apply prime coat – Tack coat of 30% stable mix at 0.55l/m² on the edge of v-channel. 500mm strip to be premixed and Colseal crack sealant or equivalent to be applied along the new and existing premix edge.


Estimated Quantity:

- 9.25m² x Supply and apply track coat
- 0.37m³ x continuously graded SANSmedium mix with 5.5% bitumen content

Checked by:

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED	
Location:	Entrance Road
Element/Item:	Concrete
Position:	Bellmouth Entrance
Inspected by:	I. Hendricks
Sheet No.:	2
Date: 30 November 2021	
	
<u>Description of Defect/Repair:</u>	
Insitu concrete stormwater channel damaged.	
<u>Remedial Procedure:</u>	
Removed insitu concrete and replace with cast insitu concrete stormwater and precast channels.	
Checked by:	
Achmat Salie	

WORKS TO BE REPAIRED/DEFECTED	
Location:	Entrance Road
Element/Item:	Segmented Paving
Position:	Bellmouth Entrance and Road Entrance
Inspected by:	I. Hendricks
Sheet No.:	3
	Date: 30 November 2021
	
<u>Description of Defect/Repair:</u>	
Visible lack of grout for interlocking paving	
<u>Remedial Procedure:</u>	
Rolling of pavers to locked up condition, including grouting (jointing sand).	
<u>Estimated Quantity:</u>	
200m ² x Rolling to locked up condition, including grouting.	
Checked by:	
Achmat Salie	

WORKS TO BE REPAIRED/DEFECTED**Location:** Entrance Road**Element/Item:** Concrete**Position:** Parking area road edge**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 4Description of Defect/Repair:

Transitional channel damaged and removed.

Remedial Procedure:

Supply and lay/Construct new transitional kerb/grade 20Mpa concrete channel to paving level.

Estimated Quantity:

2m x Supply and lay precast or in-situ transitions between CK5 barrier kerbs and MK10

Checked by:

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED**Location:** Entrance Road**Element/Item:** Site Clearance & Earthworks**Position:** Entrance Road LHS Edge**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 5Description of Defect/Repair:

Excess topsoil and building material on site.

Remedial Procedure:

Remove excess material and clean paving.

Estimated Quantity:1m³ x Removal and disposal of rubble and waste off site to municipal refuse/landfill area**Checked by:**

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED**Location:** Parking Area Sidewalk Paving**Element/Item:** Segmented Paving**Position:** Entrance Road Sidewalk Paving**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 6Description of Defect/Repair:

Visible lack of grout for interlocking paving in sidewalk

Remedial Procedure:

Rolling of pavers to locked up condition, including grouting (jointing sand).

Estimated Quantity:60m² x Rolling to locked up condition, including grouting.**Checked by:**

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED**Location:** Parking Bay Area**Element/Item:** Medium Pressure Manhole Chamber**Position:** Parking Area Pavement**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 7Description of Defect/Repair:

Fire Hydrant cover level not flush with pavement levels. Possible tripping hazard to pedestrians.

Remedial Procedure:

Open chamber, remove cover and frame and adjust cover level to suit adjacent paving level.

Estimated Quantity:

10% of 1 x Construct fire hydrant chamber unit

Checked by:

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED**Location:** Entrance Road**Element/Item:** Medium Pressure Chamber**Position:** Adjacent to Sidewalk Edge**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 8Description of Defect/Repair:

Bulk water meter chamber too small for depth of pipe. Impossible for municipality to acquire water readings.

Remedial Procedure:

Remove existing water meter chamber and reconstruct to 600x600mm dimensions.

Estimated Quantity:

1x Construct Ø110mm Water meter chamber

Checked by:

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED**Location:** Future Unit 1 Southern Boundary**Element/Item:** Concrete**Position:** Future Unit 1 Southern Boundary**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 9**Description of Defect/Repair:**

Concrete transitional stormwater channel incomplete. 300mm halfround channel not installed.

Remedial Procedure:

New grade 20Mpa transitional stormwater channel to be cast between half-round channels. New 300mm half-round channel to be installed to daylight stormwater off-site.

Estimated Quantity:

- 0.20m³ x grade 20 stormwater overflow channel
- 5m x Supply, lay and construct 300mm Half-Round Channel

Checked by:

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED**Location:** Parking Bay Area**Element/Item:** Roadmarking**Position:** Parking Area Adjacent to Ablution Unit**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 10Description of Defect/Repair:

Parking area roadmarking inadequate. Paint has been damaged.

Remedial Procedure:

Roadmarking in deficient areas to be resprayed.

Estimated Quantity:

15m x White lines, unbroken 100mm wide non-reflectorised paint applied at a nominal rate of 0,42 ltr/ m²

Checked by:

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED**Location:** Entrance Road**Element/Item:** Site Clearance & Earthworks**Position:** North-eastern Boundary of Site**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 11**Description of Defect/Repair:**

Excess topsoil and building material on site.

Remedial Procedure:

Building material to be removed off site. Top soil to be levelled to existing levels or removed off-site

Estimated Quantity:5m³ x Removal and disposal of excess material, rubble, and waste off site to municipal refuse/landfill area**Checked by:**

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED**Location:** Typical Unit 2**Element/Item:** Site Clearance & Earthworks**Position:** Typical Unit 2 Platform**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 12**Description of Defect/Repair:**

Excess topsoil and building material on site.

Remedial Procedure:

Excess building material to be removed off site. Top soil to be levelled to existing levels or removed off-site

Estimated Quantity:2m³ x Removal and disposal of rubble and waste off site to municipal refuse/landfill area**Checked by:**

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED**Location:** Typical Unit 2**Element/Item:** Concrete**Position:** Typical Unit 2 South Boundary Platform**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 13Description of Defect/Repair:

In situ stormwater casting incomplete in transition between two 300mm half-round channels

Remedial Procedure:

Existing transitional casting to be removed and construct new transitional stormwater casting

Estimated Quantity:0.10m³ x grade 20 stormwater overflowchannel**Checked by:**

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED**Location:** Typical Unit 2**Element/Item:** Concrete**Position:** Typical Unit 2 South Boundary**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 14Description of Defect/Repair:

Caulking between half-round channels incomplete. Adjacent NGL levels too high.

Remedial Procedure:

Caulking between half-round channel to be redone. Adjacent NGL levels to be trimmed.

Estimated Quantity:

10% x 15m Supply, lay and construct 300mm Half-Round Channel to be installed

Checked by:

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED	
Location: Ablution Unit	
Element/Item: Foulsewer Manhole	
Position: Ablution Unit	
Inspected by: I. Hendricks	Date: 30 November 2021
Sheet No.: 15	
	
<u>Description of Defect/Repair:</u>	
Caulking incomplete. Manhole cover and frame does not close entirely	
<u>Remedial Procedure:</u>	
Caulking to be completed. Cover and frame to be adjusted to be flush with surrounding paving	
<u>Estimated Quantity:</u>	
15% of 1 x Supply all materials and construct precast concrete manholes complete as per	
Detail for depths: 0.0 – 1.0m	
Checked by: Achmat Salie	

WORKS TO BE REPAIRED/DEFECTED**Location:** Ablution Unit**Element/Item:** Foulsewer Manhole**Position:** Ablution Unit**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 16Description of Defect/Repair:

Manhole cover and frame filled with mortar and not secure.

Remedial Procedure:

Manhole cover and frame to be cleaned and properly fitted.

Estimated Quantity:

10% of 1 x Supply all materials and construct precast concrete manholes complete as per

Detail for depths: 0.0 – 1.0m

Checked by:

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED**Location:** Ablution Unit**Element/Item:** Medium Pressure Stop Valve Chamber**Position:** Ablution Unit Front Entrance**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 17Description of Defect/Repair:

Stop valve chamber built incorrect.

Remedial Procedure:

Demolish stop valve chamber and rebuild to specification.

Estimated Quantity:

1 x Supply all materials and construct stop valve chamber

Checked by:

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED**Location:** Typical Unit 2**Element/Item:** Stormwater Gully**Position:** Typical Unit 2 LHS RWDP**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 18Description of Defect/Repair:

150x150mm gully chamber cover level is 150mm above paving level.

Remedial Procedure:

Breakdown existing gully chamber and rebuild to correct specification and paving level.

Estimated Quantity:

1 x Supply all materials and construct gully grid catchpit complete as per detail for depths of over and up to: 0.0 to 1.0m

Checked by:

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED**Location:** Ablution Unit**Element/Item:** Foulsewer Manhole**Position:** Ablution Unit**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 19Description of Defect/Repair:

Foulsewer manhole caulking and plaster incomplete

Remedial Procedure:

Caulking between slab and manhole frame to be completed

Estimated Quantity:

10% of 1 x Supply all materials and construct precast concrete manholes complete as per

Detail for depths: 0.0 – 1.0m

Checked by:

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED**Location:** Entrance Road**Element/Item:** Stormwater Gully**Position:** Ablution Unit**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 20Description of Defect/Repair:

Benching incomplete in LHS ablution unit stormwater gully.

Remedial Procedure:

Benching in stormwater gully to be repaired

Estimated Quantity:

15% of 1 x Supply all materials and construct gully grid catchpit complete as per detail for depths of over and up to: 0.0 to 1.0m

Checked by:

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED**Location:** Ablution Unit**Element/Item:** Segmented Paving**Position:** Ablution Unit Back Walkway**Inspected by:** I. Hendricks**Date:** 30 November 2021**Sheet No.:** 21Description of Defect/Repair:

Visible lack of grout for interlocking paving surrounding excavation for ablution unit pipes

Remedial Procedure:

Rolling of pavers to locked up condition, including grouting (jointing sand).

Estimated Quantity:12m² x Rolling to locked up condition, including grouting.**Checked by:**

Achmat Salie

WORKS TO BE REPAIRED/DEFECTED	
Location: Future Unit 1	
Element/Item: Site Clearance & Earthworks	
Position: Future Unit 1 Platform	
Inspected by: I. Hendricks	Date: 30 November 2021
Sheet No.: 22	
	
<u>Description of Defect/Repair:</u>	
Excess building material and unsuitable material on future unit 1 platform	
<u>Remedial Procedure:</u>	
All unsuitable material to be removed, stockpiled, or discarded off-site.	
<u>Estimated Quantity:</u>	
2m ³ x Removal and disposal of rubble and waste off site to municipal refuse/landfill area.	
Checked by: Achmat Salie	



20. SCHEDULE OF WORK EXPERIENCE OF PREVIOUS COMPLETED CONTRACTS OF THE BIDDER

Employer (Name, Tel, Fax, Email)		Nature of work	Value of work (Incl. VAT)	Date started	Date completed
1.	Name of entity				
	Contact Person				
	Tel				
	Fax				
2.	Name of entity				
	Contact Person				
	Tel				
	Fax				
3.	Name of entity				
	Contact Person				
	Tel				
	Fax				
4.	Name of entity				
	Contact Person				
	Tel				
	Fax				
	Email				

Attach more pages if necessary.

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			



21. MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

- NOTES:**
1. This form must be completed by both the successful bidder (Part 1) and the purchaser (Part 2). The form must be signed in the original so that the successful bidder and the purchaser will be in possession of a signed contract for their respective records.
 2. NO correction fluid/tape may be used.
 3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

PART 1 (To be completed by the BIDDER)

1. I hereby undertake to render services described in the attached bidding documents to Overstand **Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in bid number: SC2312/2021, at the price(s) quoted as per the pricing schedule.
2. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 3.1 Bidding documents, viz
 - a) Invitation to bid
 - b) Tax clearance certificate
 - c) Pricing schedule(s)
 - d) Filled in task directive/proposal
 - e) Preference claims in terms of the Preferential Procurement Regulations 2017
 - f) Declaration of interest
 - g) Special Conditions of Contract;
 - h) General Conditions of Contract; and
 - i) Other (specify)
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1:		WITNESS 2:	
DATE:			



CONTRACT FORM - RENDERING OF SERVICES

PART 2 (To be completed by OVERSTRAND MUNICIPALITY)

1. I, _____, in my capacity as _____, accept your bid under reference number _____, dated _____, for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT _____ on this _____ day of _____ 20____.

TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY		
NAME (PRINT):		
SIGNATURE:		OFFICIAL STAMP:
WITNESS 1:		
WITNESS 2:		

22. DECLARATION

1	I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document.
2	I / We declare that I / we have read, understand and accept the following documents as published on the Overstrand Municipality's Website, to form part of this agreement if and when concluded and that I / we accept the conditions in all respects:
2.1	Invitation to bid (advertisement)
2.2	Standard Conditions of Tender – CIDB – only applicable to construction related bids
2.3	National Treasury General Conditions of Contract (2010)
3	I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my / our tender and that I / we elect <i>domicillium citandi et executandi</i> (physical address at which legal proceedings may be instituted) in the Republic at:
4	I / We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.
5	I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.
6	I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			
WITNESS 1		WITNESS 2	