

**FOR OFFICIAL USE**

Tender No. : \_\_\_\_\_

Opened By : \_\_\_\_\_

**DATE AND TIME OF OPENING**

(Date Stamp)

**BUFFALO CITY METROPOLITAN MUNICIPALITY**

**INVITATION TO BID – SERVICES CONTRACT**

NAME OF BIDDER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

**TENDER NO **COVID – 19/2020-3** – THE APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER (TRAIN INCUMBENTS) AND INSTALL 120 (30m<sup>2</sup>) MOBILE PREFABRICATED STRUCTURES WITH LIGHT STEEL FRAME ON 15MPA RAFT FOUNDATIONS.**

**ENCLOSURES**

1. TENDER NOTICE AND INVITATION TO TENDER
2. GENERAL CONDITIONS OF TENDER
3. TENDER DATA
4. RETURNABLE DOCUMENTS
5. RETURNABLE SCHEDULES
6. SCOPE OF SERVICES
7. PRICING INSTRUCTIONS
8. PRICING SCHEDULE
9. FORM OF OFFER AND ACCEPTANCE
10. CONTRACT DATA



<b>BID NUMBER:</b>	<b>COVID – 19/2020-3</b>
<b>DESCRIPTION OF BID:</b>	<b>THE APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER (TRAIN INCUMBENTS) AND INSTALL 120 (30m<sup>2</sup>) MOBILE PREFABRICATED STRUCTURES WITH LIGHT STEEL FRAME ON 15MPA RAFT FOUNDATIONS.</b>
<b>CIDB GRADE:</b>	<b>5GB/CE</b>
<b>LOCAL CONTENT PRODUCTION THRESHOLD</b>	<b>100%</b>
<b>BID DOCUMENTS DELIVERY ADDRESS:</b>	<b>FORMAL TENDER BOX SUPPLY CHAIN MANAGEMENT UNIT 80 PHILLIP FRAME ROAD CHISELHURST EAST LONDON</b>
<b>NAME OF BIDDER:</b>	
<b>CONTACT PERSON:</b>	
<b>EMAIL ADDRESS:</b>	
<b>TELEPHONE NUMBER:</b>	
<b>STREET ADDRESS:</b>	
<b>TOTAL BID PRICE (INCL. VAT):</b>	
<b>BIDDER'S STAMP:</b>	

<b>ISSUED BY:</b>	<b>PREPARED BY:</b>
The City Manager c/o Supply Chain Management Unit 80 Phillip Frame Road Chiselhurst East London, 5200	HOD: Human Settlements Buffalo City Metropolitan Municipality 12 <sup>th</sup> Floor Trust Centre, Office 1202 Cnr Oxford & North East London, 5200

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**BUFFALO CITY METROPOLITAN MUNICIPALITY**

**TENDER NO: COVID – 19/2020-3**

**THE APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER (TRAIN INCUMBENTS) AND INSTALL 120 (30m<sup>2</sup>) MOBILE PREFABRICATED STRUCTURES WITH LIGHT STEEL FRAME ON 15MPA RAFT FOUNDATIONS.**

**PLEASE CHECK**

**x / √**

1. That you have read all the pages of the tender document. ....
2. That you have completed ALL the forms required to be completed in **NON-ERASEABLE INK**. ....
3. That your arithmetic calculation in the pricing schedule is correct. ....
4. That you have attached ALL necessary documentation relating to the composition of the tendering entity, i.e. ....
  - (a) Company registration documents naming the shareholders and directors / members of the company, close corporation etc
  - (b) Joint venture agreement, if tendering entity is a joint venture.
5. That the **COMPLETE** tender document is submitted. ....
6. That the **FORM OF OFFER** is completed in full and signed. ....
7. That ALL returnable documents are submitted. ....
8. That ALL returnable schedules are completed and signed. ....
9. Ensure that your tender is submitted by **12H00PM** on the closing date of the tender.

**THE TENDER**  
**PART 1: TENDERING PROCEDURES**

**CONTENTS**

SECTION T1.1	Tender Notice and Invitation to Tender
SECTION T1.2	Tender data
SECTION T1.3	Standard Conditions of Tender

**T1.1 TENDER NOTICE AND INVITATION TO TENDER****TENDER NOTICE**

<b>BID NO.:</b>	<b>COVID – 19/2020-3</b>
<b>BID DESCRIPTION:</b>	<b>THE APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER (TRAIN INCUMBENTS) AND INSTALL 120 (30m<sup>2</sup>) MOBILE PREFABRICATED STRUCTURES WITH LIGHT STEEL FRAME ON 15MPA RAFT FOUNDATIONS.</b>
<b>MINIMUM LOCAL CONTENT THRESHOLD:</b>	<b>100%</b>
<b>CIDB GRADING REQUIREMENT:</b>	<b>5GB/CE</b>
<b>ADVERT DATE:</b>	<b>08 MAY 2020</b>
<b>CLOSING DATE:</b>	<b>15 MAY 2020</b>
<b>CLOSING TIME:</b>	<b>12:00PM</b>
<b>COMPULSORY BRIEFING MEETING DATE &amp; TIME: VENUE:</b>	<b>N/A</b>
<b>BID DOCUMENTS ARE OBTAINABLE FROM:</b>	N/A Documents will be emailed
<b>SUBMISSION OF BIDS:</b>	Formal Tender Box Supply Chain Management Unit, BCMM 80 Phillip Frame Road Chiselhurst East London
<b>TECHNICAL ENQUIRIES:</b>	Name: Dr Mthunzi Ngonyama Tel: (043) 705 2462 Email: <a href="mailto:Mthunzin@buffalocity.gov.za">Mthunzin@buffalocity.gov.za</a>
<b>PROCEDURAL ENQUIRIES:</b>	Name: Christian Mkhosana /Rutania Loots Tel: (043) 705 9270 / 043 705 9117 Email: <a href="mailto:ChristianM@buffalocity.gov.za">ChristianM@buffalocity.gov.za</a> <a href="mailto:RutaniaL@buffalocity.gov.za">RutaniaL@buffalocity.gov.za</a>

**NOTE: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE ('persons in the service of the state' as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

## **TENDER INVITATION**

Buffalo City Metropolitan Municipality invites the submission of bids for **THE APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER (TRAIN INCUMBENTS) AND INSTALL 120 (30m<sup>2</sup>) MOBILE PREFABRICATED STRUCTURES WITH LIGHT STEEL FRAME ON 15MPA RAFT FOUNDATIONS.**

Only bidders who comply with the requirements of the tender as set out in this document will be eligible for selection.

Bid documents will be available as from the date, and at the location as indicated in the tender advertisement.

Sealed tenders endorsed on an envelope clearly bearing the bidder's name and the bid number, must be deposited in the **FORMAL TENDER BOX** located at the Supply Chain Management Unit, 80 Phillip Frame Road, Chiselhurst, East London or may be couriered or posted to the aforementioned address in sufficient time for it to be deposited in the Tender Box by the closing date and closing time as indicated in the tender advertisement.

It must be expressly understood that the Municipality accepts no responsibility for ensuring that bid submissions sent by courier or post, or delivered in any other way, are deposited in the Tender Box. It is therefore preferable for the bidder to ensure that its bid submission is placed in the Tender Box by its own staff or representative(s).

The Municipality reserves the right not to accept the only or lowest priced tender or any tender at all, or to accept the whole or part of any tender.

Should a bidder commit any corrupt or fraudulent act during the bidding process, its tender shall be disqualified.

Late, incomplete or unsigned bids will not be considered. Bidders' attention is drawn to the General Conditions of Tender which contain the bidding rules and procedures.

The Municipality reserves the right to extend the tender advert period at its own discretion, by notice published in the Daily Dispatch Newspaper, and by notice sent to all parties who purchase this bid document.

The invitation and award of this tender is subject to the provisions of the Buffalo City Metropolitan Municipality Supply Chain Management Policy.

**A SIHLAHLA**  
**CITY MANAGER**

## T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in *Annexure F of the CIDB Standard for Uniformity in Construction Procurement (May 2010, Board Notice 86 of 2010)* bound into section T1.3.

The Standard Conditions of Tender makes several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Addition or Variation to Standard Conditions of Tender
F1.1	The Employer is <b>Buffalo City Metropolitan Municipality</b> .
F1.2	<p>The tender documents issued by the employer consists of the following:</p> <p><b>VOLUME 1: TENDER DOCUMENT</b></p> <p><b>PORTION 1: TENDER</b></p> <p><b>Part T1 Tendering procedures</b></p> <p style="padding-left: 40px;">Section T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 40px;">Section T1.2 Tender data</p> <p style="padding-left: 40px;">Section T1.3 Standard Conditions of Tender</p> <p><b>Part T2 Returnable documents</b></p> <p style="padding-left: 40px;">Section T2.1 List of returnable documents</p> <p style="padding-left: 40px;">Section T2.2 Returnable Schedules</p> <p><b>PORTION 2: CONTRACT</b></p> <p><b>Part C1 Agreements and contract data</b></p> <p style="padding-left: 40px;">Section C1.1 Forms of offer and acceptance</p> <p style="padding-left: 40px;">Section C1.2 Contract Data</p> <p><b>Part C2 Pricing Data</b></p> <p style="padding-left: 40px;">Section C2.1 Pricing Instructions</p> <p style="padding-left: 40px;">Section C2.2 Bill of Quantities</p> <p><b>Part C3 Scope of work</b></p> <p style="padding-left: 40px;">Section C3.1 Description of the Works</p>



Clause	Addition or Variation to Standard Conditions of Tender
F1.3.2	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.
F1.4	The Employer's agent is (also known as the Engineer):  TO BE ADVISED
F1.5.3	Add the following new Sub-Clause:  The Employer may reject a tender if, in the opinion of the Employer, the tenderer will be unable to achieve the contract participation goal tendered, in the performance of the contract.
F1.6.2	Competitive Negotiation Procedure will <b>not</b> be followed.
F1.6.3	The two stage procurement system will <b>not</b> be followed.
F2.1	<p>Add the following to the clause:</p> <p>Only those tenderers who satisfy the following criteria are eligible to submit tenders:</p> <p>Only those tenderers who are registered with the CIDB, 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 <b>CE</b> class of construction work.</p> <p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>CE</b> class of construction work;</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>CE</b> class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations.</li> </ol> <p>Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the</p>

Clause	Addition or Variation to Standard Conditions of Tender
F2.2	<p>Add the following to the clause:</p> <p>Accept that once a Tender Document is drawn the deposit paid for the said Tender Document will not be refunded under any circumstance.</p> <p>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the Employer or the Employer's agent (if required).</p>
F2.7	<p>No compulsory site visit and clarification meeting will be held for this tender:</p> <p>Confirmation of attendance will be recorded, on site, in the Site Inspection Certificate included in Section T2.2 of the Document.</p> <p>Tenderers should be represented at the site visit and clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.</p> <p>For companies in a Joint Venture (JV), each entity in the JV must be represented at the briefing meeting or alternatively an official appointed by the JV must sign the register on behalf of the JV. The name of the JV must appear on the attendance register. Failure to do so may result in the tenderer being regarded as non-responsive.</p> <p>Tender documents will not be made available at the site visit or clarification meeting. Detail relating to the collection of tender documents is indicated in the Tender Notice</p>
F2.8	<p>Replace the contents of the clause with the following:</p> <p>Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) in writing at least eight working days before the closing time stated in clause F2.15.1.</p>
F2.9	<p>Add the following to the clause:</p> <p>Accept that the submission of a tender shall be construed as an acknowledgment by the Tenderer that he is satisfied with the insurance cover, the Employer will affect under the Contract as outlined in Part C1.2 Contract Data - Annexure C: Summary of Buffalo City Municipality Insurance Policy."</p>
F2.11	<p>Add the following to the clause:</p> <p>To correct errors made, draw a line through the incorrect entry and write the correct entry above in <b>black ink</b> and place the initial of the authorised signatories next to the correct entry.</p>
F2.12.1	<p>Add the following to the clause:</p> <p>All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</p>
F2.12.2	<p>Add the following to the clause:</p>

Clause	Addition or Variation to Standard Conditions of Tender
	<p>Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to Clause 4.1.2 of the General Conditions of Contract in this regard.</p> <p>Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.</p> <p>No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.</p>
F2.13.1	<p>Add the following to the clause:</p> <p>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</p>
F2.13.2	<p>Replace the contents of the clause with the following:</p> <p>Return <b>all volumes</b> of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</p> <p>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</p>
F2.13.3	<p>No copies of the tender offer are required.</p>
F2.13.4	<p>Add the following to the clause:</p> <p>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of F2.13.3.</p>
F2.13.5	<p>The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Tender box location : Directorate of Finance (SCM), 80 Phillip Frame Road, Chiselhurst, East London</p> <p>Identification details : <b>COVID – 19/2020-3</b></p> <p><b>THE APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER (TRAIN INCUMBENTS) AND INSTALL 120 (30m<sup>2</sup>) MOBILE PREFABRICATED STRUCTURES WITH LIGHT STEEL FRAME ON 15MPA RAFT FOUNDATIONS.</b></p> <p>The name and address of the tender shall be entered on the back of the envelope.</p>
F2.13.6	<p>A two-envelope procedure will <b>not</b> be followed.</p>

Clause	Addition or Variation to Standard Conditions of Tender
F2.13.9	Electronic, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will <b>not</b> be accepted.
F2.13.10	<p>Add the following new clause:</p> <p>Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</p>
F2.14	<p>Add the following to the clause:</p> <p>The Tenderer is required to enter information in the following sections of the document:</p> <p>Section T1.1 : MBD1 Invitation to Tender</p> <p>Section T2.2 : Returnable Schedules</p> <p>Section C1.1 : Form of Offer and Acceptance</p> <p>Section C1.2 : Contract Data (Part 2)</p> <p>Section C2.2 : Bill of Quantities</p> <p>The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.</p> <p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause F2.23 shall result in a tender offer being regarded as non-responsive.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p> <p>Accept that the Employer is restricted in accordance with the OHS Act, 1993 (Act No. 85 of 1993) Construction Regulations, 2003, Clause 4(4) to <u>only</u> appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely.</p> <p>Accept that submitting inferior and inadequate information relating to health and safety (as required in T1.2 clause F2.23) shall be regarded as justifiable and compelling reasons not</p>

Clause	Addition or Variation to Standard Conditions of Tender
	to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.
F2.15.1	<p>The closing time for submission of tender offers is:</p> <p><b>TIME: 12H00</b></p> <p><b>DATE: 15 May 2020</b></p>
F2.16.1	If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.
F2.16.3	<p>Add the following to the clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause F3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed.</p>
F2.17	<p>Add the following to the clause:</p> <p>A tender will be rejected as <b>non-responsive</b> if the tenderer fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request for such clarification. A tender will also be rejected as <b>non-responsive</b> if the tenderer fails, within the time stated in writing by the Employer, to comply with the requirements of <b>F.4.4</b>.</p>
F2.18.1	<p>Add the following to the clause:</p> <p>Notwithstanding F2.23, submit within 7 days from receipt of a written request by the Employer, a full report from his banker as to his financial standing. The Employer may, at its discretion, condone any failure to comply with the foregoing condition.</p> <p>Provide, on written request by the Employer, where the tendered amount inclusive of all applicable taxes <b>exceeds R 10 million</b>:</p> <ul style="list-style-type: none"> <li>i.) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;</li> <li>ii.) a certificate signed by the tenderer certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;</li> </ul>

Clause	Addition or Variation to Standard Conditions of Tender
	<p>iii.) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;</p> <p>iv.) A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view of ascertaining whether the required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p>
F2.19	Return all retained tender documents prior to the closing time for the submission of Tender Offers.
F2.20	<p>All certificates and information, as per T2.1 and T2.2 of the tender document are to be provided with the tender offer as well as:</p> <ul style="list-style-type: none"> <li>a. Certified copy of a Workmen's Compensation Certificate, Act 4 of 2002;</li> <li>b. Certified copy of Unemployment Insurance Certificate, Act 4 of 2002;</li> <li>c. Certified copy of an IRP30 exemption certificate or an IRP 3(8) Tax Directive for the current year. <i>(if applicable)</i>;</li> <li>d. Certified copy of Certificate of Incorporation <i>(if tenderer is a Company)</i>;</li> <li>e. Certified copy of Founding Statement <i>(if tenderer is a Closed Corporation)</i>;</li> <li>f. Certified copy of Partnership Agreement <i>(if tenderer is a Partnership)</i>;</li> <li>g. Certified copy of Identity Document <i>(if tenderer is a One-man concern)</i>;</li> <li>h. Certified copy of Curriculum Vitae of supervisory personnel indicated in Section T2.2;</li> <li>i. A copy of the curriculum vitae of the person who prepares the Contractors Health and Safety Plan;</li> <li>j. A copy of the curriculum vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act (Act 85 of 1993);</li> <li>k. All other applicable information as stated in the Employer's Preferential Procurement Regulations;</li> <li>l. Original stamped letter from the bank stating the bank code for the amount tendered for;</li> </ul>

Clause	Addition or Variation to Standard Conditions of Tender																			
	<p>m. Where applicable, a certificate of compliance issued by the relevant Bargaining Council. Each party to a Consortium/Joint Venture shall submit separate certificates in this regard.</p> <p>n. Where applicable, Contractor's Design (Certificate of Stability of the Works); engineering drawings, design calculations; workshop drawings and "as-built drawings;</p> <p>o. Where applicable, certified copy of Agreement Certificate or SANS Certificate or similar approved of Contractor's design;</p> <p>p. Where applicable, Professional Engineer's registration certificate with the Engineering Council of South Africa (ECSA) for Contractor's design.</p> <p>q. Original valid Municipal/levies Clearance Certificate issued by the Directorate of Finance of Buffalo City Metropolitan Municipality, or the Municipality where they are situated certifying that their service charges/levies etc. Are in order or that suitable arrangement has been made for their payment.</p> <p>r. Preliminary Construction Programme</p> <p>s. Construction Methodology</p> <p>t. Quality Control Management System (i.e. ISO Certification)</p>																			
F3.1	<p>Replace the contents of the clause with the following:</p> <p>Respond to a request for clarification received up to <b>eight working</b> days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven working days of the same date.</p>																			
F3.2	<p>Add the following to the clause:</p> <p>Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.</p>																			
F3.3	<p>A two-envelope procedure will <b>not</b> be followed.</p>																			
F3.4	<p>The 80/20 <b>point system</b> will be applicable to the evaluation of tenders.</p>																			
F3.5	<p><b>2 Stage process</b> will be used to evaluate all <b>responsive</b> tender offers.</p>																			
F3.6	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="4" data-bbox="312 1798 1508 1865" style="text-align: center;"><u>FUNCTIONALITY CRITERIA</u></th> </tr> <tr> <th data-bbox="323 1865 437 1962" style="width: 10%;">No</th> <th data-bbox="437 1865 1166 1962" style="width: 55%;">Evaluation criteria</th> <th data-bbox="1166 1865 1337 1962" style="width: 15%;">Item Maximum Points</th> <th data-bbox="1337 1865 1508 1962" style="width: 10%;">Maximum points</th> </tr> </thead> <tbody> <tr> <td data-bbox="323 1962 437 2029" style="text-align: center;">1.</td> <td data-bbox="437 1962 1166 2029"><b>Provide proof of Registration with NHBRC</b></td> <td data-bbox="1166 1962 1337 2029"></td> <td data-bbox="1337 1962 1508 2029" style="text-align: center;"><u>20</u></td> </tr> <tr> <td data-bbox="323 2029 437 2094"></td> <td data-bbox="437 2029 1166 2094">Certified copy of NHBRC Certificate</td> <td data-bbox="1166 2029 1337 2094" style="text-align: center;">20</td> <td data-bbox="1337 2029 1508 2094"></td> </tr> </tbody> </table>				<u>FUNCTIONALITY CRITERIA</u>				No	Evaluation criteria	Item Maximum Points	Maximum points	1.	<b>Provide proof of Registration with NHBRC</b>		<u>20</u>		Certified copy of NHBRC Certificate	20	
<u>FUNCTIONALITY CRITERIA</u>																				
No	Evaluation criteria	Item Maximum Points	Maximum points																	
1.	<b>Provide proof of Registration with NHBRC</b>		<u>20</u>																	
	Certified copy of NHBRC Certificate	20																		

Clause	Addition or Variation to Standard Conditions of Tender			
	2.	<b>Provide proof of Registration with Agreement South Africa and Letter of Undertaking from Manufacturer</b>		<b><u>10</u></b>
		Certified copy of Agreement South Africa Certificate	10	
	3.	<b>Previous Experience in Similar (Prefabricated Structures) Projects</b>		<b><u>15</u></b>
		(5 points located to 1 similar project only). Provide Appointment letter, works order or Completion certificate with Credible Reference.	20	
	4	<b>Experience of Nominated Contracts Manager in Similar Projects</b>		<b><u>20</u></b>
		Site experience of 10 years or more in both Civil or Building Industry with (Degree/ diploma Civil or Building)	20	
		Site experience of 5-9 years in both Civil or Building Industry (Civil or Building)	10	
		Site experience less than 4 years in both Civil or Building Industry (National Diploma/N6 Certificate in Civil or Building)	5	
	5	<b>Experience of Nominated Site Agent in Similar Projects</b>		<b><u>20</u></b>
		Site experience of 10 years or more in both Civil or Building Industry.	20	
		Site experience of 5-9 years in both Civil or Building Industry.	10	
		Site experience less than 4 years in both Civil or Building Industry.	5	
	6	Provide proof of registration of Electrician with Department of Labour and Electrical Contracting Board (ECB)		<b><u>10</u></b>
	7	<b>Minimum Equipment relevant for the Assignment (owned or hired)</b> Registration paper or hiring agreement to be provided.		<b><u>5</u></b>
		• 1 x 10ton Tipper truck or similar / equivalent (2points)	3	
		• 1 x 8 ton drop sides truck or similar (2points)	2	
		• 1 x TLB (1points)	1	
		<b>Total Points</b>		<b>100</b>
	<p><b>Bidders to score Min 70 points and above in order to qualify for Price valuation.</b></p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Failure to meet the afore set specification will lead to disqualification of the bidder.</li> <li>• All qualifications and certificates shall be certified.</li> <li>• If the Contract Manager/Site Agent does not meet the minimum requirements will be scored zero.</li> </ul>			
F3.7	<p>The Preferential Procurement Regulations, 2017 pertaining to the Preferential Policy Framework Act, Act No 5 of 2000, the act including all related circulars and amendments at date of tender will apply to the evaluation of this tender.</p> <p>Preference Points will be awarded to a tenderer for attaining a B-BBEE Status Level of contributor in accordance with the act and as stated in Section T2.2 (MBD 6.1) for <b>the 80/20 preference points system.</b></p> <p>Tenderers are required to submit original and valid B-BBEE Status Level Verification Certificates or Certified Copies thereof with their tenders to substantiate their B-BBEE rating claim and score points for Preference.</p>			



Clause	Addition or Variation to Standard Conditions of Tender
	<p>The Certificate must be issued by either verification agencies accredited by the South African Accreditation System (SANAS) or by registered auditors approved by the Independent Regulatory Board of Auditors (IRBA). For Exempted Micro Enterprises (EME's) a certificate issued by an Accounting Officer as contemplated in the Closed Corporations Act (CCA) will be accepted.</p> <p>Tenderers who do not submit valid B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. Such tenderers will be scored on price only and will score zero (0) points for B-BBEE.</p> <p>A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate together with their tender.</p> <p>Verification of Validity of B-BBEE Level Verification Certificates will be in accordance with the latest Implementation Guide for the Preferential Procurement Regulations, 2017 as published by the Department of National Treasury. Certificates <u>must</u> conform to the minimum requirements to be considered valid.</p>
F3.8	<p>Add the following new Sub-clause:</p> <p><b>Risk Analysis</b></p> <p>Notwithstanding compliance with regard to CIDB registration or any other requirements of the tender, the employer will perform a risk analysis in respect of the following:</p> <ul style="list-style-type: none"> <li>a) reasonableness of the financial offer;</li> <li>b) reasonableness of unit rates and prices;</li> <li>c) reasonableness of the preferences and declarations;</li> <li>d) the tenderer's ability to fulfil its obligations in terms of the tender document, that is, that the tenderer can demonstrate that he/she possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation, personnel etc. to perform the contract.</li> </ul> <p>No tenderer will be recommended for an award unless the tenderer has demonstrated that he/she has the resources and skills required to complete the project successfully and in a safe manner.</p>
F3.9	<p>Replace the contents of the clause with the following:</p> <p>If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide (also refer to C1.2, Annexure C).</p>
F3.10	<p>Add the following to the clause:</p> <ul style="list-style-type: none"> <li>a) The bid will be declared non-responsive in the event that the bidder's tax matters, as verified on the government Central Supplier Database, are shown not be in order, and the bidder fails to ensure that its tax matters are in order within such timeframe as may be required by BCMM in writing.</li> </ul>

Clause	Addition or Variation to Standard Conditions of Tender
	<p>b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>c) the tenderer has not:</p> <ul style="list-style-type: none"> <li>a. abused the Employer's Supply Chain Management System; or</li> <li>b. failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months;</li> </ul>
F3.11	<p>Replace the contents of the clause with the following:</p> <p>Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Engineer once the Buffalo City Metropolitan Municipality has issued such minutes of the Central BID Committee resolution.</p>
F3.12	<p>The number of paper copies of the signed contract to be provided by the Employer is <b>(1) one.</b></p>
F3.13	<p>Add the following new Clause:</p> <p>"Disclosure of Project Estimates</p> <p>The Employer retains the right not to disclose the estimates for the project at any stage during or after the Tender period, and further retains the right to use this estimate during Tender Adjudication stage as a measure of responsiveness to tender."</p>
F3.14	<p>Add the following new clause:</p> <p>The Employer reserves the right to award the Contract subject to the availability of funds.</p>
F4.1	<p>Add the following new clause:</p> <p><b>Compliance with Occupational Health and Safety Act 1993</b></p> <p>Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.</p> <p>In this regard the Tenderer shall submit with his tender in Section T2.2: Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:</p> <ul style="list-style-type: none"> <li>(1) Management Structure, Site Supervision and Responsible Persons including a succession plan.</li> <li>(2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.</li> </ul>

Clause	Addition or Variation to Standard Conditions of Tender
	<p>(3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.</p> <p>(4) Regular monitoring procedures to be performed.</p> <p>(5) Regular liaison, consultation and review meetings with all parties.</p> <p>(6) Site security, welfare facilities and first aid.</p> <p>(7) Site rules and fire and emergency procedures.</p> <p>Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.</p> <p>The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.</p> <p>The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.2 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.</p>
F4.2	<p>Add the following new clause:</p> <p><b>Claims arising after submission of tender</b></p> <p>No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:</p> <ol style="list-style-type: none"> <li>(1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.</li> <li>(2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.</li> <li>(3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.</li> <li>(4) requested the Employer or his duly authorised agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.</li> </ol> <p>Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the</p>

Clause	Addition or Variation to Standard Conditions of Tender
	<p>Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.</p> <p>(5) received any Addenda to the tender documents which have been issued in accordance with the Employer's Supply Chain Management Policy.</p>
F4.3	<p>Add the following new clause:</p> <p><b>Imbalance in tendered rates</b></p> <p>In the event of tendered rates or lump sums being declared by the Employer to be unacceptable because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.</p> <p>The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the tender offer as tendered or, if applicable, the corrected total of prices in accordance with F.3.9.3.</p> <p>Should the Tenderer fail to amend his Tender in a manner acceptable to the Employer, the Employer may reject the Tender.</p>
F4.4	<p>Add the following new clause:</p> <p><b>Invalid tenders</b></p> <p>Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:</p> <ul style="list-style-type: none"> <li>a) if the tender offer (the tender price/amount) is not submitted on the Form of Offer and Acceptance bound into this tender document (Section C1.1);</li> <li>b) if the tender is not completed in non-erasable ink;</li> <li>c) if the Form of Offer and Acceptance has not been signed;</li> <li>d) if the Form of Offer and Acceptance is signed, but the name of the tenderer is not stated or is indecipherable.</li> </ul>
F4.5	<p>Add the following new clause:</p> <p><b>Requests for contract documents, or parts thereof, in electronic format</b></p> <p>The Employer shall not formally issue tender documents in electronic format as contemplated in F.2.13.2 and F.2.13.3 and shall only issue tender documents in hardcopy. An electronic version of the issued tender documents may be made available to the tenderer, upon written request in terms of this clause, subject to the following:</p>

Clause	Addition or Variation to Standard Conditions of Tender
	<p>a) Electronic copies of the contract document, or parts thereof, will only be provided to tenderers who have been issued with the tender documents as contemplated in F.1.2 in hardcopy and proof of payment for the documents can be provided.</p> <p>b) The electronic version shall not be regarded as a substitute for the issued tender documents.</p> <p>c) The Employer shall not accept tenders submitted in electronic format. Tenderers may not complete and submit a printed copy of the electronic version of the tender document or part thereof. Only those tenders that have been completed on the issued hard copy tender document shall be considered.</p> <p>d) The Employer accepts no responsibility or liability arising from any reliance on or use of the electronic version provided in terms of this clause. The Employer further does not guarantee that the electronic version corresponds with the issued tender documents in all respects. Tenderers are alerted to the fact that electronic versions of the tender documents may not reflect any notices or addenda that amend the tender document.</p> <p>e) Any non-compliance with these provisions, including effecting any unauthorised alterations to the tender document as contemplated in F.2.11, shall render the tender invalid. The Employer reserves the right to take any action against such tenderer allowed in law including, in circumstances where the tender had already been awarded, the right to cancel the contract.</p> <p>f) In requesting the electronic version of the tender document or parts thereof, the tenderer is deemed to have read, understood and accepted all of the above conditions.</p>

**END OF SECTION**

### **T1.3 Standard Conditions of Tender**

The following standard conditions of tender are an abstract from the *CIDB Standard for Uniformity in Construction Procurement (10 JULY) as per Board Notice 136 Gazette no: 38960 of 2015: Annexure F*

**This Standard Condition of Tender must be read in conjunction with Section T1.2: Tender Data of this document. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender**

## **EVALUATION CRITERIA**

### **STAGE 1**

#### **Evaluation on Local Production and Content**

RFQs will be evaluated in accordance with local production and content. Submissions that do not meet the stipulated minimum thresholds for each of the items as indicated below will be held to be non-responsive -

<b>Item</b>	<b>Description</b>	<b>Minimum Threshold</b>
1.	Steel	100 %

Only locally manufactured furniture with the minimum thresholds for local production and content as indicated above, will be considered.

Bidders must note that –

- (i) The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank ('SARB') at 12.00 on the date of advertisement of this tender
- (ii) Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286: 2011 must be used to calculate local content.

SATS 1286: 2011 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 Annexure C); and ANNEXURE E (Local Content Declaration: Supporting Schedule to Annexure C) **are not attached to this tender document, but are accessible from the DTI website <http://www.thedti.gov.za> at no cost.**

Local content, expressed as a percentage of the bid price, must be calculated in accordance with the following formula –

$$LC = (1 - x/y) \times 100$$

**Where:**

**X is the imported content in Rand**

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

- (i) Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12.00 on the date of advertisement of this tender.

**FAILURE OF A BIDDER TO MEET THE STIPULATED MINIMUM THRESHOLDS FOR LOCAL PRODUCTION AND CONTENT WILL RENDER THE BID NON-RESPONSIVE.**

Bidders must note that it is MANDATORY for –

The **declaration certificate for local production and content provided in this tender document (MBD 6.2)** together with **ANNEXURE C (Local Content Declaration: Summary Schedule)** is to be

completed, signed and submitted with the bid proposal by the closing date and time of this bid invitation.

The rates of exchange quoted by the bidder in Paragraph 4.1 of the Declaration Certificate (MDB 6.2) will be verified for accuracy.

## **STAGE 2**

No	Evaluation criteria	Item Maximum Points	Maximum points
1.	<b>Provide proof of Registration with NHBC</b>		<b><u>20</u></b>
	Certified copy of NHBC Certificate	20	
2.	<b>Provide proof of Registration with Agreement South Africa and Letter of Undertaking from Manufacturer</b>		<b><u>10</u></b>
	Certified copy of Agreement South Africa Certificate	10	
3.	<b>Previous Experience in Similar (Prefabricated Structures) Projects</b>		<b><u>15</u></b>
	(5 points located to 1 similar project only). Provide Appointment letter, works order or Completion certificate with Credible Reference.	20	
4	<b>Experience of Nominated Contracts Manager in Similar Projects</b>		<b><u>20</u></b>
	Site experience of 10 years or more in both Civil or Building Industry with (Degree/ diploma Civil or Building)	20	
	Site experience of 5-9 years in both Civil or Building Industry (Civil or Building)	10	
	Site experience less than 4 years in both Civil or Building Industry (National Diploma/N6 Certificate in Civil or Building)	5	
5	<b>Experience of Nominated Site Agent in Similar Projects</b>		<b><u>20</u></b>
	Site experience of 10 years or more in both Civil or Building Industry.	20	
	Site experience of 5-9 years in both Civil or Building Industry.	10	
	Site experience less than 4 years in both Civil or Building Industry.	5	
6	Provide proof of registration of Electrician with Department of Labour and Electrical Contracting Board (ECB)		<b><u>10</u></b>
7	<b>Minimum Equipment relevant for the Assignment (owned or hired)</b> Registration paper or hiring agreement to be provided.		<b><u>5</u></b>
	• 1 x 10ton Tipper truck or similar / equivalent (2points)	3	
	• 1 x 8 ton drop sides truck or similar (2points)	2	
	• 1 x TLB (1points)	1	
	<b>Total Points</b>		<b>100</b>

**Bidders to score Min 70 points and above in order to qualify for Price valuation.**

Note:

- Failure to meet the afore set specification will lead to disqualification of the bidder.
- All qualifications and certificates shall be certified.

If the Contract Manager/Site Agent does not meet the minimum requirements will be scored zero.



**THE TENDER  
PART 2: RETURNABLE DOCUMENTS**

**CONTENTS**

SECTION T2.1	Returnable Documents
SECTION T2.2	Returnable Schedules

## T2.1 LIST OF RETURNABLE DOCUMENTS

### 1.1 LIST OF RETURNABLES

In addition to the requirements stipulated in this tender, tenderers are required to submit the documentation listed below.

Failure to submit a BBBEE certificate will result in no points being allocated to the bidder for BBBEE.

ITEM NO.	RETURNABLE DOCUMENT	AVAILABLE (TICK ✓)
1.	Original or certified copy of BBBEE certificate or sworn affidavit; if points are claimed (a copy of a certified certificate will not be accepted)	
1.1	A sworn affidavit confirming annual total revenue and level of black ownership, if bidder is an Exempted Micro Enterprise (EME) or Qualifying Small Enterprise (QSE)	
1.2	Original or certified copy of BBBEE certificate, if bidder is a Trust, Joint Venture or Consortium that is a legal entity	
1.3	Original or certified copy of consolidated BBBEE scorecard, if bidder is a Trust, Joint Venture or Consortium that is an unincorporated entity	
2.	Certified copy of Joint Venture or Consortium Agreement; if bidder is a Joint Venture or Consortium	
3.	Original Municipal debt clearance certificate / bidders' business premises lease agreement.	
4.	Certified ID copies of directors	
5.	Print-out of Tax Clearance Certificate	
6.	Current Central Supplier Database printout	

In the event that the bidding entity is a joint venture, consortium, or partnership, each partner must supply the above information.

#### **NOTE:**

**Bidders' Tax Compliance Status before award of Formal Written Quotation will be verified on Central Supplier Database. Therefore bidders are required to ensure that they are registered on the database (CSD) upon submission of this RFQ.**

## 1.2 LIST OF RETURNABLES

Tender Document Name	Checklist
CSD Document and SARS Pin	<input type="checkbox"/> Yes <input type="checkbox"/> No
Certified copy of valid VAT Registration Certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No
Certified copy of NHBRC Certificate or Proof of Registration	<input type="checkbox"/> Yes <input type="checkbox"/> No
Certified copy of the Companies CIPRO Certificate or Proof of Registration	<input type="checkbox"/> Yes <input type="checkbox"/> No
Proof of CIDB Registration and Grading	<input type="checkbox"/> Yes <input type="checkbox"/> No
B-BBEE Original Certified Copy	<input type="checkbox"/> Yes <input type="checkbox"/> No
Curriculum Vitae of Key Personnel	<input type="checkbox"/> Yes <input type="checkbox"/> No
Performance Guarantee	<input type="checkbox"/> Yes <input type="checkbox"/> No
Occupational Health and Safety Agreement	<input type="checkbox"/> Yes <input type="checkbox"/> No
Local Content Production	<input type="checkbox"/> Yes <input type="checkbox"/> No
Audited Financial Statements for Last 3 Years	<input type="checkbox"/> Yes <input type="checkbox"/> No
Site Inspection Certificate	<input type="checkbox"/> Yes <input type="checkbox"/> No
Resolution of Signatory	<input type="checkbox"/> Yes <input type="checkbox"/> No
Resolution of Board of Directors to enter into consortia or joint venture	<input type="checkbox"/> Yes <input type="checkbox"/> No
Record of Addenda to Tender Documents	<input type="checkbox"/> Yes <input type="checkbox"/> No
Declaration of Interests, MBD 4	<input type="checkbox"/> Yes <input type="checkbox"/> No
Declaration of Procurement about R10million, MBD 5	<input type="checkbox"/> Yes <input type="checkbox"/> No
Compulsory Enterprise Questionnaire	<input type="checkbox"/> Yes <input type="checkbox"/> No
PPPFA Points Claim from 2017, MBD 6.1	<input type="checkbox"/> Yes <input type="checkbox"/> No
Local Content Production MDB 6.2	<input type="checkbox"/> Yes <input type="checkbox"/> No
Declaration of Bidders past SCM Practices, MBD 8	<input type="checkbox"/> Yes <input type="checkbox"/> No
Certificate of Independent Bid Determination, MBD 9	<input type="checkbox"/> Yes <input type="checkbox"/> No
Form of Offer and Acceptance	<input type="checkbox"/> Yes <input type="checkbox"/> No
Final Summary	<input type="checkbox"/> Yes <input type="checkbox"/> No
Contract Data (Part 2: Data provided by the Contractor)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Pricing Data	<input type="checkbox"/> Yes <input type="checkbox"/> No

Note: in the event that the tendering entity is a Partnership or a Joint Venture each partner shall supply the above information. The Tenderer shall make additional copies of the applicable schedules and attach them to the tender submission at the appropriate sections from which they were originally copied.

In the event that insufficient space is provided on any of the Returnable Schedules, the Tenderer shall make additional copies of the schedule(s) and attach the additional completed pages to the section from which they were originally copied.

Failure on the part of the tenderer to COMPLETE MBD Documents will result in the tender being classified non-responsive and shall be eliminated from further consideration.

## **T2.1. RETURNABLE DOCUMENTS**

**SCHEDULE A: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Indicate the status of the bidder by ticking the appropriate box hereunder with an x.

COMPANY	CLOSE CORPORATION	PARTNERSHIP	JOINT VENTURE	SOLE PROPRIETORSHIP

**NOTE:**

**BIDDERS MUST ATTACH A LETTER OF AUTHORITY TO THIS PAGE, AUTHORIZING THE SIGNATORY TO THIS BID TO SIGN ALL DOCUMENTS IN CONNECTION THEREWITH ON BEHALF OF THE BIDDING ENTITY, AS WELL AS SIGN ANY CONTRACT WHICH ARISING THEREFROM.**

<b>BUFFALO CITY METROPOLITAN MUNICIPALITY</b>	
<b>PROJECT TITLE:</b>	<b>THE APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER (TRAIN INCUMBENTS) AND INSTALL 120 (30m<sup>2</sup>) MOBILE PREFABRICATED STRUCTURES WITH LIGHT STEEL FRAME ON 15MPA RAFT FOUNDATIONS.</b>
<b>BCMM No:</b>	<b>COVID – 19/2020-3</b>

**A: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of relevant resolution of the board of directors to this form.

An example is given below:

“By resolution of the board of directors passed at a meeting held on .....

Mr/Ms ....., whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. ....

and any Contract which may arise there from on behalf of (Block Capitals) .....

**SIGNED ON BEHALF OF THE COMPANY:** .....

**IN HIS/HER CAPACITY AS:** .....

**DATE:** .....

**SIGNATURE OF SIGNATORY:** .....

**WITNESSES:**

1. .... **SIGNATURE:** .....

2. .... **SIGNATURE:** .....

## RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURE

(A copy of a Joint Venture Agreement must be attached)

<b>BUFFALO CITY METROPOLITAN MUNICIPALITY</b>	
<b>PROJECT TITLE:</b>	<b>THE APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER (TRAIN INCUMBENTS) AND INSTALL 120 (30m<sup>2</sup>) MOBILE PREFABRICATED STRUCTURES WITH LIGHT STEEL FRAME ON 15MPA RAFT FOUNDATIONS.</b>
<b>BCMM No:</b>	<b>COVID – 19/2020-3</b>

RESOLUTION of a meeting of the Board of \*Directors/Members/Partners of:

.....  
(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at ..... (place)

On ..... (date)

RESOLVED that:

1. The Enterprise submit a Bid/Tender, in consortium/ Joint Venture with the following

Enterprises: .....

.....  
(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

To the Buffalo City Metropolitan Municipality in respect of the following project:

.....  
(Project description as per Bid/Tender Document)

Bid Number: ..... (Bid/Tender Number as per Bid/Tender Document)

2. \*Mr/Mrs/Ms: .....

in \*his/hers Capacity as: .....(Position in the Enterprise )

and who will sign as follow: .....

be, and is hereby, authorised to sign a consortium/ joint venture agreement with the parties listed under item 1 above, and any and all other documents and/ or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligation of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Buffalo City Metropolitan Municipality in respect of the project described under item 1 above.

4. The Enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the Buffalo City Metropolitan Municipality in respect of the project under item 1 above:

Physical address: .....  
 .....  
 .....  
 ..... (code)

Postal Address: .....  
 .....  
 .....  
 ..... (code)

Telephone number: ..... (code)

Fax number: ..... (code)

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY AND DESIGNATION
Lead Partner   CIDB registration no. .....		Signature..... Name :  Designation:
Partner 2   CIDB registration no. .....		Signature..... Name :  Designation:
Partner 3   CIDB registration no. .....		Signature..... Name :  Designation:

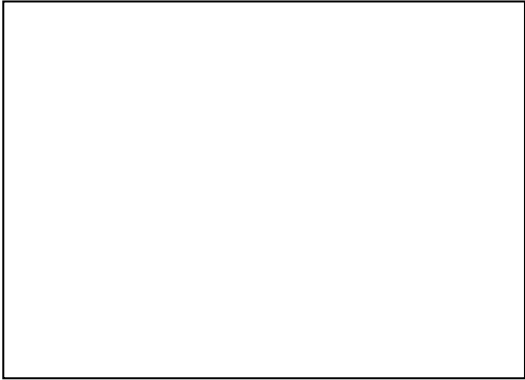


Partner 4          CIDB registration no. .....		Signature..... Name :  Designation:
---	--	--

ENTERPRISE STAMP

Note:

1. \* Delete which is not applicable
2. NB. This resolution must be signed by all the Directors/ Members/ Partners of the Bidding Enterprise.



**SCHEDULE B - CONFIRMATION OF REGISTRATION OF BIDDER ON CENTRAL SUPPLIER DATABASE (CSD)**

<b>BIDDER NAME</b>	<b>REGISTERED ON CSD? (YES/NO)</b>	<b>CSD SUPPLIER NUMBER</b>

Bidders are required to register as suppliers on the government Web-based Central Supplier Database (CSD) prior to submission of this bid, provide their CSD supplier number in the table above. If not registered on submission of the bid, bidders will be required to register on the CSD within such timeframe as stipulated by BCMM.

It is the responsibility of a bidder to ensure that this requirement is complied with. In the case of Joint Ventures and Consortia, this requirement will apply to each party to the Joint Venture or Consortium.

**BIDDER'S SIGNATURE:** .....

**SCHEDULE C: MUNICIPAL BIDDING DOCUMENTS**

**MBD 1**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	COVID – 19/2020 - 3	CLOSING DATE:	15 MAY 2020	CLOSING TIME:	12h00
DESCRIPTION	<b>THE APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER (TRAIN INCUMBENTS) AND INSTALL 120 (30m<sup>2</sup>) MOBILE PREFABRICATED STRUCTURES WITH LIGHT STEEL FRAME ON 15MPA RAFT FOUNDATIONS.</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes  <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					

<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  [IF YES, ANSWER PART B:3 ]
<b>TOTAL NUMBER OF ITEMS OFFERED</b>		<b>TOTAL BID PRICE</b>	<b>R</b>
<b>SIGNATURE OF BIDDER</b>	.....	<b>DATE</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED</b>			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. 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.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.**

**NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder .....	Bid number.....
Closing Time .....	Closing Date .....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by: .....
- At: .....

- Brand and model .....

- Country of origin.....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....

- Delivery: \*Firm/Not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V) Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



**DECLARATION OF INTEREST**

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

3.1 Full Name of bidder or his or her Representative: .....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):  
 .....

3.4 Company Registration Number: .....

3.5 Tax Reference Number: .....

3.6 VAT Registration Number: .....

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

3.8 Are you presently in the service of the state? **YES / NO**

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

<sup>1</sup> MSCM Regulations: “in the service of the state” means to be –

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

<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? ..... **YES / NO**

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

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... **YES / NO**

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

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?..... **YES / NO**

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

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?..... **YES / NO**

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

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?..... **YES / NO**

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

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

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

4. Full details of directors / trustees / members / shareholders.

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
1.	Are you by law required to prepare annual financial statements?		
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the last 3 years.		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
2.	Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than 3 months or any other service provider in respect of which payment is overdue for more than 30 days?		
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than 3 months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2	If yes, provide details: ..... ..... .....		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?		
3.1	If yes, provide details: ..... ..... .....		

NO.	QUESTION	ANSWER (TICK WHICH RESPONSE IS APPLICABLE)	
		YES	NO
4.	Will any portion of the goods of services be sourced from outside the Republic, and if so, what portion, and whether any portion of payment from the municipality is expected to be transferred outside of the Republic?		
4.1	If yes, provide details: ..... ..... .....		

**CERTIFICATION**

**I, THE UNDERSIGNED (NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS  
CORRECT.**

**I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS THIS DECLARATION  
PROVE TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

**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:

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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**

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the





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:

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 10 or 20 points)  
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p>
---

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

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

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

*(Tick applicable box)*

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

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

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

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

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

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

**IN RESPECT OF BID NO.** .....

**ISSUED BY:** (Procurement Authority / Name of Institution):  
 .....

NB

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

I, the undersigned, ..... (full names),  
 do hereby declare, in my capacity as .....  
 of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 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.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

**DATE:** \_\_\_\_\_

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

**DATE:** \_\_\_\_\_

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

**DATE:** \_\_\_\_\_

## 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.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>



4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

---

(Bid Number and Description)

in response to the invitation for the bid made by:

Buffalo City Metropolitan Municipality

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
  
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
  
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
  
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## SCHEDULE E: ADDITIONAL RETURNABLE SCHEDULES

### PRELIMINARY PROGRAMME

*The Tenderer shall attach a preliminary programme reflecting the proposed sequence and duration of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender. Failure to submit this programme will result in a tender being non- functional.*

**[Note:** *The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]*

# SCHEDULE OF PLANT AND EQUIPMENT

<b>BUFFALO CITY METROPOLITAN MUNICIPALITY</b>	
<b>PROJECT TITLE:</b>	<b>THE APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER (TRAIN INCUMBENTS) AND INSTALL 120 (30m<sup>2</sup>) MOBILE PREFABRICATED STRUCTURES WITH LIGHT STEEL FRAME ON 15MPA RAFT FOUNDATIONS.</b>
<b>BCMM No:</b>	<b>COVID – 19/2020-3</b>

The following are lists of major items of relevant equipment that I/we presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed \_\_\_\_\_

Date .....

Name \_\_\_\_\_

Position .....

Tenderer .....

**ADDITIONAL PARTICULARS CONCERNING BIDDERS**

<b>BUFFALO CITY METROPOLITAN MUNICIPALITY</b>	
<b>Project title:</b>	<b>THE APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER (TRAIN INCUMBENTS) AND INSTALL 120 (30m<sup>2</sup>) MOBILE PREFABRICATED STRUCTURES WITH LIGHT STEEL FRAME ON 15MPA RAFT FOUNDATIONS.</b>
<b>BCMM No:</b>	<b>COVID – 19/2020-3</b>

**SURETIES AS SECURITY**

Since I/we propose to furnish two sureties as security, the following particulars are provided:

1.1 Name of surety :.....

.....

Address of surety: .....

.....

Bank of surety: .....

Branch: .....

1.2 Name of surety: .....

.....

.....

Address of surety: .....

.....

.....

Bank of surety: .....

Branch: .....

---

**COMPANIES**

If the bidder is a company, a certified copy of the resolution of the board of directors (personally signed by the chairman of the board) authorizing the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company, must be submitted with this bid.

---



**PARTNERSHIPS**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Resident address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners, in the business trading as

..... hereby  
 authorize ..... to sign this bid as well as any  
 contract resulting from the bid and any other documents and correspondence in connection with this bid  
 and/or contract on our behalf.

..... Signature	..... Signature	..... Signature
Date: .....	Date: .....	Date: .....

**ONE-MAN BUSINESS**

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

..... Signature	..... Date
--------------------	---------------

**WORK CAPACITY**

The bidder is requested to furnish the following particulars. Failure to do so may result in the bid being disregarded.

Skilled artisans employed. State categories and furnish numbers:

.....

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

Unskilled labour employed. State categories and furnish numbers:

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

Full particulars of machinery, plant and workshops:

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

Current and Previous Experience:

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









### 30% SMALL, MEDIUM AND MICRO ENTERPRISES (SMME)

BUFFALO CITY METROPOLITAN MUNICIPALITY	
PROJECT TITLE:	THE APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER (TRAIN INCUMBENTS) AND INSTALL 120 (30m <sup>2</sup> ) MOBILE PREFABRICATED STRUCTURES WITH LIGHT STEEL FRAME ON 15MPA RAFT FOUNDATIONS.
BCMM No:	COVID – 19/2020-3

As part of BCMM supply chain policy, Bidders are required as a condition in the tender to subcontract a minimum of 30% of the value of the contract to entities as stipulated under item 2, Page 75 of the BCMM supply chain policy and item 14.5 of the implementation guide: preferential procurement regulations 2017.

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

I understand and support the contents of this page and agree to allocate work worth **30% of the contract value to local SMME's.**

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

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

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.

Signed \_\_\_\_\_

Date .....

Name \_\_\_\_\_

Position .....

Tenderer .....

**THE CONTRACT**  
**PART C1: AGREEMENTS AND CONTRACT DATA**

**CONTENTS**

SECTION C1.1	Form of Offer and Acceptance
SECTION C1.2	Contract Data



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

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

**THE APPOINTMENT OF SERVICE PROVIDER TO SUPPLY, DELIVER (TRAIN INCUMBENTS) AND INSTALL 120 (30m<sup>2</sup>) MOBILE PREFABRICATED STRUCTURES WITH LIGHT STEEL FRAME ON 15MPA RAFT FOUNDATIONS.**

**TENDER NO: COVID – 19/2020-3**

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

(in words) .....

.....Rand

R ..... (in figures)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data or other period as agreed, whereupon the Tenderer becomes the party named as the *Contractor* in the Conditions of Contract identified in the Contract Data.

**For the Tenderer:**

.....

Signature:

.....

Name

.....

Capacity

**Name and Address of Organisation:**

.....

.....

.....

.....

**Signature and Name of Witness**

.....

Signature:

.....

Name

**Date:**

.....

## ACCEPTANCE

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

The terms of the contract, are contained in

Part C1	Agreements and Contract Data, (which includes this Agreement)
Part C2	Pricing Data
Part C3	Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Tenderer shall within two weeks (14 calendar days) after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

**For the Employer:**

.....

Signature:

.....

Name

.....

Capacity

**Name and Address of Organisation:**

.....

.....

.....

.....

**Signature and Name of Witness**

.....

Signature:

.....

Name

**Date:**

.....

**SCHEDULE OF DEVIATIONS**

Notes:

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

**1. Deviations**

1 Subject .....

Details .....

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

2 Subject .....

Details .....

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

3 Subject .....

Details .....

.....

.....  
.....

4 Subject .....

Details .....

.....

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

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

**For the Tenderer:**

.....

Signature:

.....

Name

.....

Capacity

**Name and Address of Organisation:**

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

**Signature and Name of Witness**

.....

Signature:

.....

Name

**Date:**

.....

**For the Employer:**

.....

Signature:

.....

Name

.....

Capacity

**Name and Address of Organisation:**

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

**Signature and Name of Witness**

.....

Signature:

.....

Name

**Date:**

.....



**CONFIRMATION OF RECEIPT**

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

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

**For the Contractor:**

.....  
Signature  
.....  
Name  
.....  
Capacity

**Signature and name of witness:**

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

## **C1.2. CONTRACT DATA**

The Conditions of Contract are the “General Conditions of Contract” as they appear in the publication “General Conditions of Contract for Construction Works, Second Edition, 2015”, including any amendments by its publisher up to the Base Date of this Contract, and as further amended and supplemented by this Contract Data.

Each party to the Contract shall purchase its own copy of the publication “General Conditions of Contract for Construction Works, Second Edition, 2015, Print 3.1” together with all official corrigenda and errata issued up to the Base Date of this Contract. These are available from:

### **South African Institution of Civil Engineering**

Private Bag X200

Halfway House 1685

South Africa

Tel +27 (0)11 805 5947

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it applies.

**PART 1: DATA PROVIDED BY THE EMPLOYER**

Clause	Contract Data
1.1.1.13	The Defects Liability Period is <b>12 months</b>
1.1.1.14	The time for achieving Practical Completion will be specified in the letter of assignment for work packages allocated to successful tenderers
1.1.1.15	The name of the Employer is: <b>Buffalo City Metropolitan Municipality.</b>
1.1.1.16	The name of the Engineer is: <b>TO BE CONFIRMED</b>
1.1.1.26	The pricing strategy is a <b>re-measurement</b> Contract.
1.2.1.2	<p>The address of the Employer is:</p> <p>Physical address:</p> <p style="padding-left: 40px;">Buffalo City Metropolitan Municipality Directorate Engineering Services P O Box 81 East London 5200</p> <p>Postal address:</p> <p style="padding-left: 40px;">P O Box 81 East London 5200</p> <p>E-mail address: mthunzin@buffalocity.gov.za</p> <p>Contact numbers:</p> <p style="padding-left: 40px;">Corporate: (043) 722 0368 Fax: (043) 722 0346</p>
1.2.1.2	The address of the Engineer is: <b>TO BE CONFIRMED</b>

Clause	Contract Data
3.1.3	<p>The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:</p> <ol style="list-style-type: none"> <li>1. Clause 3.2.1 Nomination of Engineer's Representative and termination</li> <li>2. Clause 5.7.1 Rate of progress, falling behind programme</li> <li>3. Clause 5.7.3 Acceleration of rate of progress</li> <li>4. Clause 5.8.1.1 Work during Non-working times</li> <li>5. Clause 5.11.1 Suspension of the Works</li> <li>6. Clause 5.14.1 Work to be completed for Practical Completion</li> <li>7. Clause 5.14.2 The issuing of a Certificate of Practical Completion</li> <li>8. Clause 6.3.1 The issuing of Variation Orders</li> <li>9. Clause 6.11 The agreeing of the adjustment of the sums for general items</li> <li>10. Clause 9.2.1 Consultation and Breach of Contract by Contractor</li> <li>11. Clause 10.1.5 Approval of Claims submitted in terms of Clause 10.1</li> <li>12. Clause 10.2.3 Consultation and ruling on dissatisfaction claim</li> </ol>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ol style="list-style-type: none"> <li>1. Approved Health and Safety Plan (Refer to Clause 4.3)</li> <li>2. Programme (Refer to Clause 5.6)</li> <li>3. Security (Refer to Clause 6.2)</li> <li>4. Insurances (Refer to Clause 8.6)</li> <li>5. Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)</li> </ol>
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is <b>14 days</b>.</p>
5.6.1	<p>Works programmes are required in terms of this contract. The contractor shall provide a programme for specific works orders or number of orders. The programme shall be submitted to the engineer within Seven days of receipt of an official order.</p>
5.6.3	<p>Amend the last sentence to "...failing which, the submitted programme shall be deemed to be rejected."</p>

Clause	Contract Data
5.8.1	<p>The non-working days are Sundays.</p> <p>The special non-working days are:</p> <ul style="list-style-type: none"> <li>• Statutory South African Public Holidays; and</li> <li>• All annual year-end shutdown periods as recommended by the South African Federation of Civil Engineering Contractors, and which commence before the Completion Date. <a href="http://www.safcec.org.za">www.safcec.org.za</a> / (011) 409 0900</li> </ul>
5.13.1	<p>The penalty for failing to complete the Works is <b>R5 000.00 per day.</b></p> <p><b>This penalty will be applied to each and every portion as defined in the Scope of Works.</b></p>
5.16.3	<p>The latent defect period is <b>10 years</b>, commencing on the day after the date of certification of Practical Completion</p>
6.2.1	<p>The security to be provided by the Contractor shall be a <b>performance guarantee of 10%</b> of the Contract Sum (including value added TAX) at the time the Contract comes into effect. The performance guarantee shall contain the wording of the pro-forma provided as part of the Contract Data.</p>
6.8.3	<p>Price adjustments for variations in the costs of special materials will <b>not</b> be allowed.</p>
6.10.1.5	<p>The percentage advance on materials not yet built into the Permanent Works is <b>80%</b>.</p>
6.10.3	<p>The percentage retention is <b>10%</b>. The limit of retention is <b>10%</b> of the Contract Sum. Retention money will <b>not</b> be subject to interest in favour of the Contractor.</p> <p>A Retention Money Guarantee is <b>not</b> permitted.</p> <p>The release of retention will be per portion of the Works certified by the Engineer and Employer as complete.</p>
10.3.2	<p>Amicable settlement in terms of Clause 10.4 shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration</p>
10.5.1	<p>Dispute resolution shall be by <b>ad hoc</b> Adjudication</p>

Clause	Contract Data
10.5.3	The number of Adjudication Board Members to be appointed: <b><u>One (1)</u></b>
10.7.1	The determination of disputes shall be by <b>Mediation, Adjudication</b> and <b>Arbitration</b> . See 10.3.2 above

### Variations and Additions to the General Conditions of Contract

Clause	Contract Data
	<b>The Variations to the General Conditions of Contract are:</b>
5.12.1	Add the following to the Sub-clause: Consideration for the extension of time will only be given to claims associated with critical path activities as indicated in the approved construction programme.
6.8.2	The rates submitted in this contract shall remain firm for the first 12 months of the contract. The first adjustment of the rates shall be applicable after the end of 12 months of the contract, and the last adjustment shall be applicable after the end of 24 months of the contract. The rates shall be adjusted by an annualized Consumer Price index (CPI), fixed for the period of 12 months. The base month to be used for annualized CPI in each adjustment period shall be the month of commencement of the contract. The value of X = 0.1 The values of the coefficients are: a = 0.2, b = 0.25, c = 0.4, d = 0.15
8.6.1	Replace the contents of the clause with the following: <b>8.6.1 Employer to Insure</b> Without limiting the Contractor's obligations in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the expiry of the Defects Liability period, the following insurances in the joint names of the Employer and the Contractor (including all Subcontractors): 8.6.1.1 Insurance of the Works. (Including all movables on the Site intended for incorporation in the Works) 8.6.1.2 Public Liability Insurance. The Employer will pay all premiums and stamp duties in respect of these insurances.

Clause	Contract Data
	<p>(A summary of the insurance policy to be effected by the Employer, including excesses which apply, is included in <b>Annexure C of the Contract Data</b>. The entire document can be obtained from the Employer, if so requested.)</p> <p><b>8.6.2 Additional Insurance by Contractor</b></p> <p>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Sub-contractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer’s insurer. The cost of the additional insurance will be for the account of the Contractor/Sub-contractor.</p> <p><b>8.6.3 Contractor to observe conditions</b></p> <p>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</p> <p><b>8.6.4 Contractor to pay deductibles</b></p> <p>Any claim in terms of the insurance effected by the Employer in the joint names of the Employer and the Contractor (including Subcontractors) shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the certificate of insurance issued in terms of the Policy.</p> <p><b>8.6.5 Claims paid to Employer</b></p> <p>Any monies which become payable as a result of a claim under the insurance effected by the Employer in the joint names of the Employer and the Contractor shall be paid to the Employer after deduction of the deductible amount (first amount payable or Excess) who shall pay such amount to the Contractor (or Subcontractor) or to the party rectifying, repairing or re-installing or who has suffered the loss or damage, but this shall in no way affect the Contractor’s obligations in terms of the Contract.</p> <p><b>8.6.6 Insurance by Contractor</b></p> <p>The Contractor shall obtain for the duration of the contract until the expiry of the Defects Liability Period the following Insurance Policies at an approved Insurance Company:</p> <p>a) All Risk Insurance cover with regard to all Plant and Materials and Equipment (including site huts and temporary accommodation brought on to the Site), owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</p>

Clause	Contract Data
	<p>b) Motor Vehicle Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract.</p> <p>c) SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.</p> <p>d) Lateral Support Insurance is to be effected by the Contractor.</p> <p>The Contractor shall within 14 Calendar days of the Commencement Date provide proof that the above policies have been taken out and that all premiums have been paid.</p> <p>In respect of Plant brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant.</p> <p>The Contractor shall comply with the provisions of the Compensation for Occupational Injuries and Diseases Act 1993, as amended, in respect of all his employees employed in the Republic of South Africa in connection with this Contract. The Contractor shall insure and keep insured all persons employed by him in connection with this Contract who do not fall within the provisions of the Compensation for Occupational Injuries and Diseases Act 1993, as amended, against his Common Law Liability to such employees for a sum of not less than R1 000 000 (one million rand) for any one accident.</p> <p><b>8.6.7 Procedure for claims</b></p> <p>The Contractor shall comply with the claims procedures indicated in Annexure C of the Contract Data.</p> <p><b>8.6.8 Proof of payment</b></p> <p>The Contractor shall produce to the Engineer the policies by which the insurances are affected and proof of the due payment of all premiums there</p>
	<p>under and of the continuity of the policies for the required period.</p> <p>The Contractor shall provide proof that he has paid all contributions required in terms of the provisions of the Workmen's Compensation Act (Act No 30 of 1941) as amended.</p>
Clause	Contract Data
	<p><b>The Additional clauses to the General Conditions of Contract are:</b></p>



Clause	Contract Data
4.3.3	<p>The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated there under.</p> <p>An agreement is included as annexure to the Contract Data and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) within fourteen (14) days after the Commencement Date.</p> <p>The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.</p>
5.12.2.2.1	<p>A delay caused by inclement weather conditions will be regarded as a delay only if, in the opinion of the Engineer, all progress on an item or items of work on the critical path of the working programme of the contractor has been brought to a halt. Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "Nn" working days caused by normal rainy weather, for which he will not receive any extension of time. A Record of normal climatic conditions for the site is provided in <b>Part 4 Site Information</b>.</p> <p>Extension of time in respect of delays resulting from wet climatic conditions on the Site will only be considered in respect of abnormally wet climatic conditions and shall be determined for each calendar month or part thereof, in accordance with the formula given below:</p> $V = (Nw - Nn) + (Rw - Rn)/X$ <p>in which formula the symbols shall have the following meanings:</p> <p>V = Potential extension of time in calendar days for the calendar month under consideration:</p> <p style="padding-left: 40px;">If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p style="padding-left: 40px;">When the value of V for any month exceeds the number of days in the particular month, V will be the number of days in the month.</p> <p>Nw = Actual number of days in the calendar month under consideration on which a rainfall of Y mm or more was recorded on the Site</p>

Clause	Contract Data
	<p>Nn = Average number of days, derived from existing records of rainfall in the region of the Site, on which a rainfall of Y mm or more was recorded for the calendar month</p> <p>Rw = Actual rainfall in mm recorded on the Site in an approved rain gauge for the calendar month under consideration</p> <p>Rn = Average rainfall in mm for the calendar month, derived from existing records of rainfall in the region of the Site</p> <p>The factor (Nw - Nn) shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall exceeds Y mm.</p> <p>The factor (Rw - Rn)/X shall be deemed to be a fair allowance for variations from the average number of days during which the rainfall did not exceed Y mm but wet conditions prevented or disrupted work.</p> <p>The values of X and Y shall be <b>20</b> and <b>5</b> respectively.</p> <p>The total extension of time shall be the algebraic sum of all monthly totals for the period under consideration, but if the total is negative the time for completion shall not be reduced due to subnormal rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>This formula does not take account flood damage which could cause further or concurrent delays and will be treated separately as far as extension of time is concerned.</p> <p>For the purpose of applying the formula, accurate rain gauging shall be taken at a suitable point on the Site and the Contractor shall at his own expense, take all necessary precautions to ensure that rain gauges cannot be interfered with by unauthorized persons.</p>

**PART 2: DATA PROVIDED BY THE CONTRACTOR**

Clause	Contract Data
1.1.1.9	The Name of the Contractor is: ..... .....
1.2.1.2	The address of the Contractor is: ..... ..... ..... Physical address: ..... ..... ..... ..... ..... ..... ..... Postal address: ..... ..... ..... ..... ..... ..... E-mail address: ..... ..... Contact numbers: ..... ..... Corporate: ..... ..... Direct: ..... ..... Mobile: ..... ..... Fax: ..... .....

6.5.1.2.3	The percentage allowance to cover overhead charges is .....%
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**PERFORMANCE GUARANTEE**

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor means: .....

Physical address: .....

“Employer” means: Buffalo City Metropolitan Municipality, Eastern Cape

“Contractor” means:” .....

“Principal Agent” means: .....

“Works” means:.....

“Site” means:.....

“Contract: means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R .....

Amount in words:.....

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words:.....

“Expiry Date” means:.....

## **CONTRACT DETAILS**

Principal Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

## **PERFORMANCE GUARANTEE**

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;
  - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his/her affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his/her release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa, the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

**SIGNED AT:**

**GUARANTOR (1)**

**SIGNATURE**

**DATE**

**CAPACITY**

**GUARANTOR (2)**

**SIGNATURE**

**DATE**

**CAPACITY**

---

**WITNESS (1)**

---

**SIGNATURE**

**WITNESS (2)**

**SIGNATURE**



**OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE BUFFALO CITY METROPOLITAN MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND**

(Contractor/Mandatory/Company/CC Name)

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

I,  
.....  
.....

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

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

COID ACT Registration Number: .....

OR Compensation Insurer: ..... Policy No.:.....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

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

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

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

**SIGNED BY/ON BEHALF OF CONTRACTOR - MANDATORY**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

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

**SIGNED BY/ON BEHALF OF THE BUFFALO CITY METROPOLITAN MUNICIPALITY**

**NAME**

**SIGNATURE**

**DATE**

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

## **Occupational Health and Safety Conditions**

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he/she, his/her employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his/her employees and/or his/her sub-contractor/s.

11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
  
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
  
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

**THE CONTRACT  
PART C2: PRICING DATA**

**CONTENTS**

SECTION C2.1	Pricing Assumptions
SECTION C2.2	Bill of Quantities

**C2.1.1 General**

These pricing assumptions provide the Tenderer with guidelines and requirements with regard to the completion of the bill of quantities. These pricing instructions also describe the criteria and assumptions which will be assumed in the Contract to have been taken into account by the Tenderer when developing his prices.

The bill of quantities shall be read with all the documents which form part of this Contract.

The following words have the meaning hereby assigned to them:

Unit : The Unit of measurement for each item of work in terms of the Scope of Work.

Quantity : The number of units for each item.

Rate : The payment per unit of work at which the tenderer tenders to do the work.

Amount : The product of the quantity and the rate tendered for an item.

Lump sum : An amount tendered for an item, the extent of which is described in the Pricing  
(Sum) : Instructions, Bill of Quantities or the Scope of Work but the quantity of work of which  
is not measured in any units.

**C2.1.2 Pay Items**

The method of measurement published by the South African National Standards (SANS 1200, previously known as the SABS 1200) is applicable, subject to the variations and amendments contained in section C3.7 and C3.8.

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Bill of Quantities, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

The item numbers appearing in the Bill of Quantities refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. The same applies to new clauses added to the standard specification.

The clauses in a specification in which further information regarding the schedule/bill item can be obtained appear under “Reference clause” or “Payment Refers” in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of schedule items. Further information and set specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, e.g. G for SABS 1200 G.

The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

mm	=	millimeter	h	=	hour
m	=	meter	kg	=	kilogram
km	=	kilometer	t	=	ton (1000kg)
m <sup>2</sup>	=	square meter	No.	=	number
m <sup>2</sup> .pass	=	square metre pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic meter	MN.m	=	meganewton-meter
m <sup>3</sup> .km	=	cubic meter-kilometer	PC sum	=	Prime Cost Sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kiloliter	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt

### **C2.1.3 Quantities**

C2.1.3.1 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

- C2.1.3.2 The quantities set out in the Bill of Quantities are deemed to be one unit of measurement of the Works, and do not necessarily represent the actual amount of work to be done. The quantities certified for payment, and not the quantities given in the Bill of Quantities, shall be used for determining payments to the Contractor. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.3.3 The quantities set out in the Schedule/Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- C2.1.3.4 The Tenderers shall take due cognisance of the quantities when programming and planning the works and shall ensure that each item and quantity is accounted for in the program. Should there be any discrepancy between the Bill of Quantities and the Drawings the Tenderer shall seek clarification from the Engineer.

#### **C2.1.4 Rates**

- C2.1.4.1 The prices and rates to be inserted in the Bill of Quantities are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- C2.1.4.2 A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Bill of Quantities and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.



- C2.1.4.3 The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item be actually required.
- C2.1.4.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- C2.1.4.5 The Tenderer shall not group together a number of items and tender one rate for such group of items.
- C2.1.4.6 All rates and sums of money quoted in the Bill of Quantities shall be in rands and whole cents. Fractions of a cent shall be discarded.
- C2.1.4.7 All prices and rates entered in the Bill of Quantities must be **excluding Value Added Tax (VAT)**. VAT will be added last on the summary page of the Bill of Quantities.
- C2.1.4.8 **Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.**
- C2.1.4.9 Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Documents, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts tendered for the items scheduled in the Bill of Quantities, and separate additional payments will not be made.
- C2.1.4.9 Arithmetical errors of responsive tenders will be corrected in the following manner:
- Where there is a discrepancy between an amount shown in figures, and the corresponding amount stated in words, the amount stated in words shall take preference.
  - In the Bill of Quantities, if there is an error in the line item total resulting from the product of the quantity and the unit rate, the line item total shall govern, and the rate shall be corrected. Where there is a misplacement of the decimal point in the unit rate, the line item total shall govern and the unit rate will be corrected.

- 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 in the Bill of Quantities) to achieve the tendered total of the prices.

Should a tenderer be unwilling to make the corrections ordered by the Engineer, the tender may be disqualified.

### **Pricing Instructions**

- (i) The rates and prices submitted by the bidder must be entered into the pricing schedule below.
- (ii) No deviations from the pricing schedule will be permitted, except where indicated separately in the schedule of deviations.
- (iii) The bid price must be inclusive of VAT, where the bidder is a registered VAT vendor.
- (iv) Bidders must 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.
- (v) Should there be a discrepancy between the total bid amount in the pricing schedule, and that in the form of offer; the price in the form of offer will take precedence. Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- (vi) Bidders are required to pay attention to the general conditions of tender (imbalance in tendered rates).

**END OF SECTION**

It is understood that because of changing technology and new models of prefabricated structures, suppliers are allowed to submit and use their own designs without the changing the size of the structure. It is also required that the supplier should meet the minimum required specification as per the Emergency Housing Policy for the installation of 30m<sup>2</sup> temporal relocation unit.

Item	Description	Unit	Qty	Rate	Total Amount
1	<b>Raft foundation:</b> Strength for stable, durable structure.  Concrete base (15mpa) 6,6m X4,4m with steel reinforcement.  Approved by SABS	Item	120		
2	<b>Roof covering:</b> Corrugated insulated Croma-deck roof Ceiling with IBR Steel sheets. Approved by SABS	Item	120		
3	<b>Wall Panels:</b> <ul style="list-style-type: none"> <li>• Meet OHS Act requirements safe, sustaining of normal weather conditions, adequate to water penetration.</li> <li>• Minimum height 2,4m</li> <li>• 30m<sup>2</sup> insulated Panel House with 6mm – 10mm fibre cement boards interior and exterior sides.</li> </ul> Approved by SABS	m	120		
4	<b>Door:</b> Framed, lockable and hinged.  1 x Meranti external Door  1 x Internal Door door 5 x NC2 windows – 1022 x 950mm. Approved by SABS	Item	120		
5	<b>Window and window frames:</b> <ul style="list-style-type: none"> <li>• Lockable and tilt up</li> <li>• Minimum 5% of floor area framed and glazed</li> <li>• 3 x Aluminum windows or similar approved by SABS</li> </ul>	Item	120		
6	<b>Electrical:</b>  2x Internal light 2x Plug point 1x Outside light 1x DB Box \ Approved by SABS	Item	120		
<b>SUBTOTAL</b>					
<b>ADD 15 % VAT</b>					

<b>TOTAL</b>	
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**Note:**

- It should be noted that if the allowable fixed standard rate for TRA's prescribed by National Treasury is exceeded but the bidder meets the set functionality criteria then the municipal will then have to negotiate with the bidder so that the award amount will be so, as to be within the set aligned National Treasury Standard rate for TRA units.

# CONTRACT

## PART C3: SCOPE OF WORKS

### CONTENTS

SECTION C3.1	Descriptions of the works
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DEPARTMENT REPRESENTATIVE INITIALS	DEPARTMENT WITNESS INITIALS

SERVICE PROVIDER REPRESENTATIVE INITIALS	SERVICE PROVIDER WITNESS INITIALS

SECTION C3.1	DESCRIPTION OF THE WORKS
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**Scope of works**

**1.1** The successful Service Provider will perform the following main tasks in respect to temporary solution:

**1.1.1** Supply, Deliver (Train Incumbents) and Install 120 temporary shelters that are in line with the Emergency Housing Policy throughout the Metro on request by the BCMM. The shelters should be easily dismantled and re-erected for reuse, with raft foundations and some with removable floor.

**1.1.2** Transportation of the temporary shelters to beneficiary sites.

**1.1.3** Preparation of platforms, including ensuring that the minimum ground clearance is not less than 150mm.

**1.1.4** Erection of the shelters in accordance to beneficiary list supplied by the municipality and where there are changes on site, notify the Municipality in writing.

**1.1.5** Ensure completion and signing of handover certificates by all beneficiaries, municipality and the contractor.

**1.2** The following **requirements** will apply to temporary shelters:

**1.2.1** All shelters should meet the specified requirements as prescribed in the Emergency Housing Policy.

**1.2.2** All materials should be SABS approved.

**1.2.3** It must be dismantlable, easy to transport, store and construct.

**1.2.4** Design to meet SABS 0160 (loading) and SABS 0162 (for steel work) if applicable.

**1.2.5** The minimum size should be thirty square meters (30 m<sup>2</sup>).

**1.2.6** Service Provider/s will have to do demonstration of their temporary shelters at the sites where they produce them including the specification.

**1.2.7** Temporary shelters to be thermally insulated.

**1.2.8** Warranty certificate/s with a five (5) year duration must be issued for all completed and handed over temporary units.

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**1.2.9** Appointed Service Provider will have to provide proof of capacity to deliver in terms of resources (i.e. financial, human and material resources) as per evaluation criteria requirements.

**1.2.10** In critical cases Service Provider will be required to be on site within five (5) hours to deliver and erect temporary shelter/s upon receiving an instruction from the municipality.

**1.2.11** Service Provider will be required to provide a guarantee to deliver and erect not less than five (5) temporary shelters within one (1) day where more than five (5) temporary shelters are required. In case of potential deviation, a written motivation from the Service Provider/s confirming reasons for deviation must be submitted to the municipality within eight (8) hours from the date of instruction;

**1.2.12** Service Provider will be required to provide applicable guarantee to cover all the structural defects of the shelter.

**1.2.13** It must be possible to dismantle the shelter for re-use at least three (3) times. This is in line with the life span of temporary shelters as specified in the Emergency Housing Policy.

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