



BERGRIVIER MUNICIPALITY

TENDER NO: 8/3/62-2024 (MN293-2024)

**THE CONSTRUCTION OF A NEW TIMBER JETTY AND CONCRETE SLIPWAY IN VELDDRIF
FOR BERGRIVIER MUNICIPALITY**

PROCUREMENT DOCUMENT

| | | | |
|--|--------------|--------------|---------------|
| NAME OF TENDERER: | | | |
| TOTAL AMOUNT OFFERED: | | | |
| B-BBEE LEVEL: | | | |
| MUNICIPAL AREA: | | | |
| PLEASE REFER TO PAGE 55 AND TICK AS APPROPRIATE: SMME | MICRO | SMALL | MEDIUM |

AUGUST 2024

PREPARED AND ISSUED BY:

**Directorate: Finance:
Supply Chain Management Unit
Bergrivier Municipality,
PO Box 60 Piketberg 7320
Tel no.: (022) 913 6000**

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

**Mr. L. Janse van Rensburg
Manager: PMU and Building Control**

Tel (W): 022 913 6000

Email:

jansevanrensburgl@bergmun.org.za



BERGRIVIER MUNICIPALITY

TENDER 8/3/62-2024 / MN293-2024: THE CONSTRUCTION OF A NEW TIMBER JETTY AND CONCRETE SLIPWAY IN VELDDRIF FOR BERGRIVIER MUNICIPALITY

TENDERS are hereby invited from service providers for the construction of a new timber jetty and concrete slipway in Velddrif for Berggrivier Municipality, as set out in the turnkey specifications. **It is estimated that bidders should have a CIDB grading of 3CE or higher and must provide valid proof thereof.**

Bids, in sealed envelopes, clearly marked "**Tender No 8/3/62-2024 / MN293-2024: The construction of a new timber jetty and concrete slipway in Velddrif for Berggrivier Municipality**", must be placed in the tender box at the Municipal Offices, 13 Kerk Street, Piketberg no later than **12:00 on Monday, 09 December 2024**, when the bids will be opened in public. **Bids addressed to any municipal official in his/her personal capacity will not be considered and will immediately be disqualified. It is the bidder's responsibility to make sure that bids are being placed in the tender box by courier companies. The Municipality will not be held accountable for any bids not being placed in the tender box by courier companies.**

Tender documents and specifications that contain the minimum requirements are available on Berggrivier Municipality's website (**www.bergmun.org.za**) free of charge, or a hard copy on request at a **non-refundable fee of R70.00** from Ms. Revedy Hendricks at tel. no. (022) 913 6036 or email: **hendricksr@bergmun.org.za** during office hours. All technical enquiries can be addressed to Mr. Leon Janse Van Rensburg at tel. no. (022) 913 6000 or e-mail: **jansevanrensburql@bergmun.org.za**.

Tenders must be valid and binding for one hundred and twenty (**120**) days after closing date.

A compulsory clarification meeting will be held on Tuesday, 26 November 2024 at 10h00, at the Rooibaai Jetty (Coordinates: Latitude - 32°46'42.23"S; Longitude - 18° 9'2.91"E) in Velddrif. Doors will be closing promptly at 10h05 and no entry allowed after specified time.

Bids will be evaluated using the Council's Supply Chain Management Policy. It is therefore compulsory that the Preference Point Claim form for the Preferential Procurement Regulations is completed in full to make application for preference points of **80 points for price, 10 points for specific participation goals and 10 points for BBBEE**. **The Bid price must be VAT inclusive.**

Bidders must be registered as a prospective supplier on National Treasury's Central Supplier Database (CSD). The Tax Clearance Certificate/ Tax Compliance Status (TCS) Pin/ Centralised Suppliers Database (CSD) Registration Number must be submitted together with the bid. Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

Only bids completed in **black** ink on the original Bid documentation will be accepted. Late, incomplete or Bids submitted by facsimile or email will not be accepted. Proof of submitting a Bid will not be accepted as proof of the Bid having been received. The Municipality is not obliged to accept the lowest or any Bid submitted to it. The Municipality reserves the right to accept any Bid in full or in part. If prices offered are cost effective Council reserves the right to procure more items to take financial advantage thereof.

**MUNICIPAL OFFICES
13 CHURCH STREET
PIKETBERG
7320**

**ADV. HANLIE LINDE
MUNICIPAL MANAGER**

MN293-2024

15 November 2024



BERGRIVIER MUNICIPALITY

TENDER 8/3/62-2024 / MK293-2024: DIE KONSTRUKSIE VAN 'N NUWE HOUTSTEIER EN BETONGLYBAAN IN VELDDRIF VIR BERGRIVIER MUNISIPALITEIT

TENDERS word hiermee aangevra vanaf diensverskaffers vir die konstruksie van 'n nuwe houtsteier en betonglybaan in Velddrif vir Bergrivier Munisipaliteit, soos uiteengesit in die **turnkey** spesifikasies. **Daar is bepaal dat leweransiers oor 'n CIDB gradering van 3CE of hoër moet beskik en 'n geldige bewys daarvan kan lewer.**

Tenders, in verseëelde koeverte en duidelik buite-op gemerk "**Tender 8/3/62-2024 / MK293-2024: Die konstruksie van 'n nuwe houtsteier en betonglybaan in Velddrif vir Bergrivier Munisipaliteit**", moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later as **12:00 op Maandag, 09 Desember 2024**, waarna tenders in die openbaar oopgemaak sal word. 'n **Bod dokument wat aan enige munisipale amptenaar in sy/haar persoonlike hoedanigheid gerig word, sal nie oorweeg word nie en sal onmiddellik gediskwalifiseer word. Dit is die diensverskaffer se verantwoordelikheid om seker te maak dat 'n Bod dokument deur die koerier maatskappye in die tenderbus geplaas word. Die Munisipaliteit sal nie aanspreeklik gehou word vir enige Bod dokument wat nie deur die koerier maatskappye in die tenderbus geplaas word nie.**

Tender dokumente en spesifikasies is verkrygbaar op Bergrivier Munisipaliteit se webtuiste (**www.bergmun.org.za**) teen geen tenderfooi, of 'n harde kopie verkrygbaar teen 'n **nie-terugbetaalbare tenderfooi van R70.00** by Me. Revedy Hendricks by tel. no. (022) 913 6036 of e-pos: **hendricksr@bergmun.org.za**, gedurende kantoorure. Alle tegniese navrae moet gerig word aan Mnr. Leon Janse Van Rensburg by tel. no. (022) 913 6000 of e-pos: **jansevanrensburgl@bergmun.org.za**.

Tenders moet geldig en bindend wees vir een honderd en twintig (**120**) dae na sluitingsdatum.

'n Verpligte bodinlintingsessie is geskeduleer vir Dinsdag, 26 November 2024, om 10h00 by die Rooibaai Jetty (Koördinate: Latitude - 3232°46'42.23"S; Longitude - 18° 9'2.91"E) in Velddrif. Deure sal stiptelik om 10h05 sluit en geen toegang sal toegelaat word nie.

Tenders sal geëvalueer word ingevolge die Raad se Voorsieningskanaalbestuursbeleid, 80/20-punte stelsel. Dit is dus verpligtend om die Voorkeurverkrygingsvorm te voltooi om te kwalifiseer vir enige **voorkeerpunte van 80 punte vir prys, 10 punte vir spesifieke deelname doelwitte en 10 punte vir BBBEE. Pryse moet BTW insluit.**

Verskaffers moet geregistreer wees as 'n voornemende verskaffer op Nasionale Tesourie se Sentrale Databasis (SDB). Die Belastinguitklaringsertifikaat / Belasting ooreenstemmende status Pin / Sentrale verskaffersdatabasis (SDB) nommer (MAAA...), moet saam met die tenderdokument ingedien word. Nie-nakoming hiervan sal die uitslag van die tender ongeldig verklaar.

Slegs tenders wat in **swart** ink voltooi is op die oorspronklike dokumentasie sal aanvaar word. Laat, onvolledige of tenders ontvang per faks of e-pos, sal nie aanvaar word nie. Bewys van versending van 'n tender sal nie as bewys van ontvangs van 'n tender gesien word nie. Die Raad is nie verplig om die laagste of enige tender te aanvaar nie. Die Raad behou die reg voor om enige tender of gedeelte daarvan te aanvaar. Indien goeie pryse vir items ontvang word kan Raad die hoeveelhede aanpas om voordeel daaruit te trek.

**MUNISIPALE KANTORE
KERKSTRAAT 13
PIKETBERG
7320**

**ADV. HANLIE LINDE
MUNISIPALE BESTUURDER**

MK293-2024

15 November 2024



BERGRIVIER MUNICIPALITY

| TENDER DETAILS | | | | | | |
|--|---|------------------------------------|--------------|--------------|-------------|------------|
| TENDER NUMBER: | TENDER 8/3/62-2024 MN293-2024 | | | | | |
| TENDER TITLE: | THE CONSTRUCTION OF A NEW TIMBER JETTY AND CONCRETE SLIPWAY IN VELDDRIF FOR BERGRIVIER MUNICIPALITY | | | | | |
| CLOSING DATE: | 09 DECEMBER 2024 | CLOSING TIME: | 12h00 | | | |
| SITE MEETING: | DATE: | 26/11/2024 | TIME: | 10:00 | COMPULSORY: | YES |
| SITE MEETING ADDRESS: | ROOIBAAI JETTY (KOÖRDINATE: LATITUDE - 3232°46'42.23"S; LONGITUDE - 18° 9'2.91"E) IN VELDDRIF | | | | | |
| <i>NB: Please note that no latecomers will be allowed.</i> | | | | | | |
| <i>For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be disqualified</i> | | | | | | |
| CIDB GRADING REQUIRED: | YES | LEVEL AND CATEGORY: | 3CE | | | |
| BID BOX: | SITUATED AT: BERGRIVIER Municipal Building, 13 Church Street, BERGRIVIER. The bid box is generally open 24 hours a day, 7 days a week. | | | | | |
| OFFER TO BE VALID FOR: | 120 DAYS | DAYS FROM THE CLOSING DATE OF BID. | | | | |

| TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender) | | | |
|---|----------------|-----------------|--|
| NAME OF TENDERER: | | | |
| NAME OF CONTACT PERSON: | CELL PHONE NO: | | |
| PHYSICAL ADDRESS: | | POSTAL ADDRESS: | |
| | | | |
| | | | |
| TELEPHONE #: | | FAX NO. | |
| E-MAIL ADDRESS: | | | |

| | |
|--|--|
| DATE: | |
| SIGNATURE OF TENDERER: | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED: | |

| PLEASE NOTE: |
|--|
| 1. Tenders that are deposited in the incorrect box will not be considered. |
| 2. Mailed, telegraphic or faxed tenders will not be accepted. |
| 3. If the bid is late, it will not be accepted for consideration. |
| 4. Bids may only be submitted on the Bid Documentation provided by the Municipality. |
| 5. All figures & signatures must be completed in an original format |

| ENQUIRIES MAY BE DIRECTED TO: | CONTACT PERSON | TEL. NUMBER | EMAIL ADDRESS |
|---|----------------------------------|---------------------|---|
| 1. TECHNICAL ENQUIRIES | Mr. L. Janse Van Rensburg | 022 913 6000 | jansevanrensburgl@bergmun.org.za |
| 2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS | Ms. Revedy Hendricks | 022 913 6000 | hendricksr@bergmun.org.za |



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**PART A – ADMINISTRATIVE REQUIREMENTS IN
TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY**



BERGRIVIËR MUNICIPALITY

1. CHECKLIST

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

| | | | |
|---|-----|----|--|
| Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached? | Yes | No | |
| Tax Clearance Certificate -VALID Tax Clearance Certificate attached/ Tax compliance pin? | Yes | No | |
| MBD 4 (Declaration of Interest) - Is the form duly completed and signed? | Yes | No | |
| MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached? | Yes | No | |
| MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed? | Yes | No | |
| MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed? | Yes | No | |
| MBD 10 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? Are copies of these municipal accounts attached? | Yes | No | |
| OHSA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached? | Yes | No | |
| Form of Indemnity - Is the form duly completed and signed? | Yes | No | |
| Pricing Schedule - Is the form duly completed and signed? | Yes | No | |
| Form of Offer - Is the form duly completed and signed? | Yes | No | |
| Declaration by Tenderer - Is the form duly completed and signed? | Yes | No | |

By submitting an offer as well as participating in SCM processes I hereby warrant that I provide my information voluntarily, for the purposes of participating in this procurement process, and that I understand that this information will be processed, stored and even shared with third parties, if and when required, including for adjudication, verification and auditing purposes, and hereby, with my signature provide my consent to that effect.

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



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2. AUTHORITY TO SIGN A BID

1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON

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

1.2. I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

| | | | |
|-------------|--|------------|--|
| SIGNATURE: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |

2. COMPANIES AND CLOSE CORPORATIONS

2.1. If a Bidder is a **COMPANY**, a certified copy of the resolution by the board of directors, duly signed, authorising 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**, that is, before the closing time and date of the bid

2.2. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, **shall be included with the bid**.

PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC

| | |
|--|--|
| Date Resolution was taken | |
| Resolution signed by (name and surname) | |
| Capacity | |
| Name and surname of delegated Authorized Signatory | |
| Capacity | |
| Specimen Signature | |

| Full name and surname of ALL Director(s) / Member (s) | | | |
|---|--|-----|--|
| 1. | | 2. | |
| 3. | | 4. | |
| 5. | | 6. | |
| 7. | | 8. | |
| 9. | | 10. | |

| | | | | |
|--|------------|--|-----------|--|
| Is a CERTIFIED COPY of the resolution attached? | YES | | NO | |
|--|------------|--|-----------|--|

| | | | |
|-----------------------------------|--|------------|--|
| SIGNED ON BEHALF OF COMPANY / CC: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |



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3. PARTNERSHIP

We, the undersigned partners in the business trading as _____ hereby authorize Mr/Ms _____ 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 for and on behalf of the abovementioned partnership.

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

| Full name of partner | | Signature | |
|----------------------------------|--|------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| SIGNED ON BEHALF OF PARTNERSHIP: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |

4. CONSORTIUM

We, the undersigned consortium partners, hereby authorize _____ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. _ _____ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

| Full Name of Consortium Member | Role of Consortium Member | % Participation | Signature |
|----------------------------------|---------------------------|-----------------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| SIGNED ON BEHALF OF PARTNERSHIP: | | DATE: | |
| PRINT NAME: | | | |
| WITNESS 1: | | WITNESS 2: | |



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3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

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

authorized signatory of the Company/Close Corporation/Partnership (name) _____

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

| | | | |
|---------------------------------|--|-------------|--|
| (i) Name of firm (Lead partner) | | | |
| Address | | | |
| | | Tel. No. | |
| Signature | | Designation | |

| | | | |
|-------------------|--|-------------|--|
| (ii) Name of firm | | | |
| Address | | | |
| | | Tel. No. | |
| Signature | | Designation | |

| | | | |
|--------------------|--|-------------|--|
| (iii) Name of firm | | | |
| Address: | | | |
| | | Tel. No. | |
| Signature | | Designation | |

| | | | |
|-------------------|--|-------------|--|
| (iv) Name of firm | | | |
| Address | | | |
| | | Tel. No. | |
| Signature | | Designation | |

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



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4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



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- 1.19. "Manufacture" means the production of products in a factory using labor materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



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- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2. a cashier's or certified cheque.
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.



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- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

14. Spare parts

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



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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Variation orders

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

19. Assignment

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



20. Subcontracts

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

21. Delays in the supplier’s performance

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

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to



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provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.



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- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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



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34. Amendment of contracts

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

35. Prohibition of restrictive practices.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)



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5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"TENDER NUMBER: 8/3/62-2024 MN293-2024"** clearly endorsed on the envelope, must be deposited in the **TENDER BOX** at the offices of the Bergrivier Municipality, Kerk Street, Piketberg 7320.
2. The tender must be lodged by the Tenderer in the tender box in the Main Entrance, Bergrivier Municipal Offices, Kerk Street, Piketberg 7320.

PLEASE NOTE:

- 2.1. Tenders that are deposited in the incorrect box will not be considered.
- 2.2. Mailed, telegraphic or faxed tenders will not be accepted.
- 2.3. Documents may only be completed in non-erasable ink.
- 2.4. The use of correction fluid/tape is not allowed.
 - 2.4.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 2.4.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
- 2.5. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
- 2.6. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
3. **Where the value of an intended contract will exceed R1 000 000, 00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Service (SARS) for VAT purposes in order to be able to issue tax invoices. The municipality will deem the price above R 1 000 000.00 (R1 million) to be VAT inclusive even if it is indicated that no VAT is charged. Please insure that provision is made for VAT in these instances.**
 - 3.1 It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
 - 3.2 The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005. The VAT registration number of the Bergrivier Municipality is **4000 846 172**.
- 3 Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
- 4 Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
- 5 Tenders shall be opened in public at the Bergrivier Municipal Offices as soon as possible after the closing time for the receipt of tenders. Tenderers are encouraged to attend these openings.
- 6 The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 - 6.1 That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 6.2 The tenderer shall declare **all** the Municipal account numbers in the Bergrivier Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
- 7 This bid will be evaluated and adjudicated according to the following criteria:



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- 7.1 Relevant specifications
- 7.2 Value for money
- 7.3 Capability to execute the contract
- 7.4 PPPFA & associated regulations

8 Service Level Agreement

The award of the tender is subject to the signing of a Service Level Agreement (SLA) between the successful bidder and Bergrivier Municipality.

9 Centralised Supplier Database

No Bids will be awarded to a bidder who is not registered on the Centralized Supplier Database (CSD).

The CSD supplier number starting with (MAAA) number is automatically generated by the Central Database System after successful registration and validation of a prospective service provider. This number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations, as part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self – register on the CSD website at www.csd.gov.za Registration on the CSD will be compulsory in order to conduct business with the Bergrivier MUNICIPALITY. Registration on CSD can be done by contacting 022 913 6000 Mrs. Revedy-Levern Hendricks

| |
|--|
| Centralized Supplier Database (CSD) No. MAAA..... |
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6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. The **Tax Clearance Certificate/** Tax Compliance Status (**TCS**) **Pin/** Centralised Suppliers Database (CSD) Registration Number **must be submitted together with the bid.** Failure to submit a Tax Clearance Certificate/TCS Pin/CSD registration number may result in the invalidation of the bid.

(a) *Tax Compliance Status (TCS) Pin as of 18 April 2016*

i. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder’s tax status online via SARS E-filing. This option will be used to verify the status of the service provider (which should be active or compliant) and will determine if the offer will be further evaluated or omitted, even if the bidder only submitted a TCC as per point 1 above. Service provider’s status which is found inactive or non-compliant their offers will be omitted. Bidders who are not in possession of a valid Tax Clearance Certificate must issue the municipality with the following:

| | |
|---|--|
| Tax Clearance Certificate printed for SARS E-filing | |
| Tax Reference Number: | |
| Tax Compliance Status Pin: | |

2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, Tax Compliance Status Pin or CSD Registration number

3. Applications for the Tax Clearance Certificates 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.

4. If a bidder is registered on Bergrivier Municipality supplier’s database; that contains a tax clearance certificate which is active on closing date of Bid/Formal quotation, it must be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be required.

6. Non-adherence to point 4 above may invalidate your offer.



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PART B: TERMS AND CONDITIONS FOR BIDDING

| | |
|--|---|
| 1. BID SUBMISSION: | |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE |
| 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. |
| 2. TAX COMPLIANCE REQUIREMENTS | |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 | APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 | FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. |
| 2.5 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. |
| 2.6 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. |
| 2.7 | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
| 3.1. | IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. | DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. | DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. | DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. | IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 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. | |

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:



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7. MBD 4 – DECLARATION OF INTEREST

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

| | | | | | | | | | |
|--------|--|-----|--|----|--|--|--|--|--|
| 3.1. | Full Name of bidder or his or her representative | | | | | | | | |
| 3.2. | Identity Number | | | | | | | | |
| 3.3. | Position occupied in the Company (director, shareholder ² etc.) | | | | | | | | |
| 3.4. | Company Registration Number | | | | | | | | |
| 3.5. | Tax Reference Number | | | | | | | | |
| 3.6. | VAT Registration Number | | | | | | | | |
| 3.7. | Are you presently in the service of the state? | YES | | NO | | | | | |
| 3.7.1. | If so, furnish particulars: | | | | | | | | |
| | | | | | | | | | |
| 3.8. | Have you been in the service of the state for the past twelve months? | YES | | NO | | | | | |
| 3.8.1. | If so, furnish particulars: | | | | | | | | |

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

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

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



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| | | | | |
|--------------|--|------------|--|-----------|
| | | | | |
| 3.9. | Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? | YES | | NO |
| 3.9.1. | If so, furnish particulars: | | | |
| | | | | |
| 3.10. | Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? | YES | | NO |
| 3.10.1. | If so, furnish particulars: | | | |
| | | | | |
| 3.11. | Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? | YES | | NO |
| 3.11.1. | If so, furnish particulars: | | | |
| | | | | |
| 3.12. | Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state? | YES | | NO |
| 3.12.1. | If so, furnish particulars: | | | |
| | Name of the spouse/child/parent : ID number of the spouse/child/parent:..... Relationship to the official : Designation of the spouse/child/parent: Employer of the spouse/child/parent : | | | |
| 3.13. | Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? | YES | | NO |
| 3.13.1. | If so, furnish particulars: | | | |
| | | | | |



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| 3.14. | Please provide the following information on ALL directors/shareholders/trustees/members below: | | |
|-----------------------|--|----------------------------|--|
| Full Name and Surname | Identity Number | Personal Income Tax Number | Provide State ³ Employee Number |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

NB:

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)

b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.
 I accept that the state may act against me should this declaration prove to be false.

| | | |
|-------------------|------|--|
| SIGNATURE | DATE | |
| NAME OF SIGNATORY | | |
| POSITION | | |

³ 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. an executive member of the accounting authority of any national or provincial public entity; or
- f. an employee of Parliament or a provincial legislature.



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8. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 – PURCHASES/SERVICES "Insert 80/20 or 90/10"

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, 2022.

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points as well as a summary for preference points claimed for attainment of other specified goals

The Constitution of the Republic of South Africa, 1996, provides in sections 152(1)(c) and 152(2) that local government must promote social and economic development and that the municipality must strive within its financial and administrative capacity, to achieve the objects set out in subsection 152(1).

The Constitution provides in section 217 that an organ of state must contract for goods or services in accordance with a procurement system which is fair, equitable, transparent, competitive, and cost effective and to implement a policy to grant preferences within a framework prescribed by National Legislation.

The Broad-Based Black Economic Empowerment Act, 2003 requires: " (1) Every organ of state and public entity must apply any relevant code of good practice issued in terms of this Act in (b) developing and implementing a preferential procurement policy

The Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000)-[PPPFA] was promulgated by the Minister in response to the Constitutional provision and allow for a Municipality to develop a preferential procurement policy and to implement such policy within the PPPFA framework.

Section 2 (1) (d) (i) and (ii) of the Preferential Procurement Policy Framework Act, 2000 refers to specific goals which may include:

- (i) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability;
- (ii) implementing the programmes of the Reconstruction and Development Programme (RDP) as published in *Government Gazette* 16085 dated 23 November 1994.

The RDP (1994), as basis for development in South Africa, was meant to provide a holistic, integrated, coherent socio-economic policy that is aimed at mobilizing people and resources to work towards the upliftment of the material and social conditions of local communities to build sustainable livelihoods for these communities.

In terms of Section 2 (1)(d)(ii), the following activities may be regarded as a contribution towards achieving the goals of the RDP, in addition to the awarding of preference points in favour of HDIs (published in *Government Gazette* No. 16085 dated 23 November 1994):

- (i) The promotion of South African owned enterprises;
- (ii) The promotion of export orientated production to create jobs;
- (iii) The promotion of SMMEs;
- (iv) The creation of new jobs or the intensification of labour absorption;



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- (v) The promotion of enterprises located in a specific province for work to be done or services to be rendered in that province;
- (vi) The promotion of enterprises located in a specific region for work to be done or services to be rendered in that region;
- (vii) The promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area;
- (viii) The promotion of enterprises located in rural areas;
- (ix) The empowerment of the work force by standardizing the level of skill and knowledge of workers;
- (x) The development of human resources, including by assisting in tertiary and other advanced training programmes, in line with key indicators such as percentage of wage bill spent on education and training and improvement of management skills; and
- (xi) The upliftment of communities through, but not limited to, housing, transport, schools, infrastructure donations, and charity organisations.

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; and
- the 90/10 system for requirements with a Rand value above R50 000 000.

1.2 The value of this bid is estimated to exceed/not exceed R50 000 000 and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified below.

1.3.1 The points for this bid are allocated as follows:

| POINTS WILL BE ALLOCATED AS FOLLOWS below R50 000 000 | | | |
|---|--------------|--------|----------------|
| | | POINTS | For office use |
| PRICE | | 80 | |
| SPECIFIC PARTICIPATION GOALS | | | |
| Bergrivier Jurisdiction | | 10 | |
| West Coast jurisdiction | | 5 | |
| Western Cape Province | | 3 | |
| South Africa | | 2 | |
| BBBEE SCORE CARD | | | |
| BBBEE points divided by 2 (For example level 1 equals 20 points divided by 2 gives you 10 points) | | 10 | |
| | TOTAL | 100 | |



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| POINTS WILL BE ALLOCATED AS FOLLOWS above R50 000 000 | | | |
|---|------------|--|----------------|
| | POINTS | | For office use |
| PRICE | 90 | | |
| SPECIFIC PARTICIPATION GOALS | | | |
| Bergrivier Jurisdiction | 3 | | |
| West Coast jurisdiction | 1 | | |
| Western Cape Province | 1 | | |
| BBBEE SCORE CARD | | | |
| BBBEE points divided by 2 (For example level 1 equals 20 points divided by 2 gives you 10 points) | 5 | | |
| TOTAL | 100 | | |

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.6 **If you want to claim the specific goals you need to attach the business registration from CIPC, and if you're are a small business/SMME you need to attach the physical address of the business in the form of a municipal account in your personal name or the business name.**
- 1.7 **Please complete your CSD registration number: MAAA.....**

2. GENERAL DEFINITIONS

In this application, unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act must bear the meaning so assigned—

"Acceptable Tender" mean any tender which, in all respects, complies with the specification and conditions of tender as set out in tender document

"Black designated groups" has the meaning assigned to it in the codes of good practice issued in terms of section 9 (1) of the BBEEA.

"Black people" has the meaning assigned to it in section 1 of the BBEEA.

"Designated group" means black designated groups, black people, women, people with disabilities; or small enterprises which are enterprises, owned, managed, and controlled by previously disadvantaged persons and which is overcoming business impediments arising from the legacy of apartheid.

"Disability" means in respect of a person, a permanent means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

"EME" means

- (1) exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of a code of good practice on black economic empowerment issued in terms of section



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9(1) of the BBBEEA.

(2) an entity with an annual turnover less than R10 000 00.000 (ten million Rand)

“Historically disadvantaged individual (HDI)” means a South African citizen –

(1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983); and / or

(2) who is a female; and / or

(3) who has a disability:

Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.

“highest acceptable tender” means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders;

“lowest acceptable tender” means a tender that complies with all specifications and conditions of tender and that has lowest price compared to other tenders;

“Locality” means the local suppliers and/or service providers that reside within the Municipal area and within the district boundaries.

“Large Enterprises” is a company with an annual turnover in excess of R50 million.

“Market Analysis” means a technique used to identify market characteristics for specific goods or services

“National Treasury” has the meaning assigned to it in section 1 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

“price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

“Proof of B-BBEE status level of contributor” means the B-BBEE status level certificate issued by an authorized body or person

1) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or

2) any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.

“Qualifying Small Enterprise (QSE)” is a company with a turnover between R10 million and R50 million

“Rand value” means the total estimated value of a contract in Rand, calculated at the time of the tender invitation;

“Region” means the district and/or West Coast District Municipality.

“Rural area” means-

1) a separately populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or

2) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival and may have a traditional land tenure system.

“Specific goals” means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as

published in Government Gazette No. 16085 dated 23 November 1994;

“SMME” means small, medium and micro enterprises namely Exempted Micro Enterprises and Qualifying Small Enterprises

“Tender” means a written offer in the form determined by a Municipality in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

“tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts,

excluding direct sales and disposal of assets through public auctions;

“The Act” means the Preferential Procurement Policy Act, 2000 (Act No. 5 of 2000).

“Youth” has the meaning assigned to it in section 1 of the National Youth Development Agency Act, 2008 (Act No. 54 of 2008).



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3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 3.3 Points scored will be rounded off to 2 decimal places.
- 3.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

FORMULAE FOR PROCUREMENT OF *GOODS AND SERVICES*

POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3.6 POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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



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

ABOVE WILL BE DIVIDED BY TWO = BBEE POINTS.

5. BID DECLARATION

5.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

6. DECLARATION WITH REGARD TO EQUITY

6.1 Name of firm :

6.2 VAT registration number :

6.3 Company registration number :

6.4 TYPE OF FIRM

- Partnership
- One person business/sole trader
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES



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6.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

6.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account No:

Stand No:

6.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

.....

6.9 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

| Name | Date/Position occupied in Enterprise | ID Number | Date RSA Citizenship obtained | * HDI Status | | | % of business / enterprise owned |
|------|--------------------------------------|-----------|-------------------------------|---------------------------------|-------|----------|----------------------------------|
| | | | | No franchise prior to elections | Women | Disabled | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

*Indicate YES or NO

6.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on

| | | | | |
|---------------|---|------------------------|----------------|---------------|
| Reference No: | T | 8/3/62-2024 MN293-2024 | Initials | Page 33 of 96 |
|---------------|---|------------------------|----------------|---------------|



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behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The points claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and

WITNESSES

1.

2.

..... SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



BERGRIVIER MUNICIPALITY

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

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

| | | | |
|-------|--|------------|-----------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i> | Yes | No |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i> | Yes | No |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |



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| | | | |
|-------|--|------------|-----------|
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes | No |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
| 4.5.1 | If so, furnish particulars: | | |

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

| | | | |
|---------------|--|---------------|--|
| SIGNATURE: | | NAME (PRINT): | |
| CAPACITY: | | DATE: | |
| NAME OF FIRM: | | | |



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10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids 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).⁴ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1. take all reasonable steps to prevent such abuse;
 - 3.2. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

BERGRIVIER MUNICIPALITY

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

⁴ 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.



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- 5.1. has been requested to submit a bid in response to this bid invitation;
 - 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 5.3. 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 consortium⁵ 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:
- 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

⁵ 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.



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11. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

I, _____, _____ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1) (d) (i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Bergvriër Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of _____ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

| PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER | MUNICIPAL ACCOUNT NUMBER |
|---|--------------------------|
| | |
| | |

FURTHER DETAILS OF THE BIDDER’S Director / Shareholder / Partners, etc.:

| Director / Shareholder / partner | Physical address of the Business | Municipal Account number(s) | Physical residential address of the Director / shareholder / partner | Municipal Account number(s) |
|----------------------------------|----------------------------------|-----------------------------|--|-----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

NB: Please attach certified copy (s) of ID document(s) and Municipal Accounts
If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

| | | |
|------------------|-----------------|-------------|
| | | |
| Signature | Position | Date |



BERGRIVIER MUNICIPALITY

12. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)

Bergrivier Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor's registration number with the office of the Compensation Commissioner:

NOTE:

A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

| | | | |
|-------------|--|--------------|--|
| PRINT NAME: | | | |
| CAPACITY: | | Name of firm | |
| SIGNATURE: | | DATE: | |



BERGRIVIER MUNICIPALITY

13. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____ of
(registered address of Company) _____ a
company incorporated with limited liability according to the Company Laws of the Republic of South Africa
(hereinafter called the Contractor), represented herein by (Name of Representative) _____ in his
capacity as (Designation) _____ of the
Contractor, is duly authorized hereto by a resolution dated _____ /20___, to sign
on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20_____,
with the Municipality who require this indemnity from the Contractor.

NOW THEREFORE THIS DEED WITNESSES that the Contractor does hereby indemnify and hold harmless
the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by
reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in
connection with the aforementioned contract; and also in respect of all claims that may be made against the
Municipality in consequence of such operations, by reason of or in any way arising out of any accidents or
damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses
that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due
performance of which the Contractor binds itself according to law.

| | |
|--------------------------|--|
| SIGNATURE OF CONTRACTOR: | |
| DATE: | |
| SIGNATURE OF WITNESS 1: | |
| DATE: | |
| SIGNATURE OF WITNESS 2: | |
| DATE: | |



PART B – SPECIFICATIONS AND PRICING DATA



Turnkey Tender Specification for the Construction of a new timber jetty and concrete slipway (Rooibaai Jetty)

Tender Reference: 8/3/62-2024 MN293-2024

Project Title: Construction of a New Timber Jetty and Concrete Slipway at Rooibaai Jetty, Velddrif.

Employer: Bergrivier Municipality

Date Issued: 15 November 2024

Closing Date: 9 December 2024

Compulsory Site Meeting Date: 26 November 2024 (Co-ordinates: Latitude - 32°46'42.23"S; Longitude - 18° 9'2.91"E)

Contact Person:

SCM – Ms. Revedy Hendriks (Tel: 022 913 6000)

Technical – Mr. Leon Janse van Rensburg (Tel: 022 913 6000)

Section 1: Project Overview

Bergrivier Municipality invites tenders for the design, procurement, and construction of a new timber jetty and concrete slipway at Velddrif. The proposed works entails the replacement of the Rooibaai Jetty. The project will be executed as a Turnkey Contract, where the contractor assumes full responsibility for the design, construction, commissioning, and final handover of the project.

The turnkey contractor will handle every aspect of the project lifecycle, including securing all necessary permits, approvals, and certifications.

Section 2: Scope of Work

2.1 Design and Engineering

• **Design Requirements:**

The contractor will be responsible for developing a detailed design based on site-specific conditions and client requirements, including:

- Detailed engineering drawings of the timber jetty and concrete slipway.
- Compliance with South African National Standards (SANS), including marine and structural standards for jetties and slipways.
- Design considering tidal, wave, and weather conditions, ensuring durability and safety.
- The design must include all utilities and services required for operation.
- Decking material of the jetty to be anti-slip surface, with adequate drainage.
- The newly proposed structure to be equivalent to the existing or sample sketch attached.
- Final signed as-built drawings with structural engineer signature. Structural Engineer's certificate also to be provided ensuring that the jetty and slipway meets all safety structural requirements.
- The gradient of the slipway must be determined of the slipway with a width of 6,850m.

• **Permitting and Approvals:**

The contractor is responsible for obtaining:



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- All required environmental approvals (Environmental Impact Assessment if applicable). Authorization has been gathered to remain within the existing footprint (Annexure A).
- All relevant authority permits and approvals.
- Navigational and maritime approvals (if applicable).

2.2 Procurement and Construction

- **Materials and Equipment:**

The contractor will procure all necessary materials and equipment. The following key materials must be included:

- Marine-grade treated timber for jetty construction.
 - Reinforced concrete for the slipway, capable of withstanding heavy loads and corrosive environments. The slipway must also be skid resistant with sufficient slope.
- **Site Works:**
 - Site preparation, including clearing, excavation, spoil, fill and foundation works for the jetty and slipway.
 - Installation of necessary drainage/dewatering if required.
 - Erosion control measures during and after construction.
 - **Construction:**
 - Fabrication and installation of the timber jetty structure, ensuring all connections, bolts, and fixtures are corrosion-resistant. Stainless steel to be used for all bolts and fixators.
 - Construction of the concrete slipway, with necessary anti-slip surfaces and launching capabilities.
 - All civil works including grading, backfilling, compaction and reinstatement as required.

2.3 Testing, Commissioning, and Handover

- **Commissioning:**

The contractor is responsible for testing and commissioning the jetty and slipway to ensure compliance with design specifications and functional requirements as produced. This includes:

- Load testing of the jetty for the load designed for
 - Testing of concrete slipway slope and boat launching functionality.
- **Quality Assurance:**
 - The contractor is required to use only SABS approved products.
 - Concrete cube strength tests must be conducted (7- and 28-day tests).
 - Compaction tests conducted of any filled material.
 - All test results to be communicated and supplied to the employer and to form part of the quality pack at the end of the project.
 - **Handover:**

Upon completion, the contractor must submit:

 - As-built drawings.
 - All certifications, permits, and compliance documentation.
 - Training for the municipality's operational staff, if required.
 - Maintenance manual to be supplied for the jetty.
 - Quality pack of all the relevant work, test and data.



Section 3: Project Timeline

The contractor must establish the duration of the project. This must be supplied in a programme and cash flow projection with the following key milestones:

- Design completion and approval: Duration
- Procurement of materials and equipment: Duration
- Construction: Duration
- Testing, commissioning, and handover: Duration

Section 4: Contractor Responsibilities

- **Design specifications**
The contractor will provide detailed design drawings signed off by a Professional Engineer.
- **Project Management:**
The contractor will provide a project management team to oversee the entire process, ensuring timely completion, budget control, and adherence to quality standards.
- **Health, Safety, and Environment (HSE):**
A detailed Health and Safety Plan must be submitted prior to construction. The contractor must implement necessary safety measures, including proper signage, protective gear, and safe working practices, in compliance with South African OHS regulations. Health and Safety management meetings will be arranged by the appointed Health and Safety Officer (HSO) for the duration of the contract and will as far as possible be conducted as part of the site meetings. The contractor must cordon of the area as there will be active pedestrian and vehicle traffic
- **Environmental Compliance:**
The contractor to submit an Environmental Management Plan (EMP) for approval by the client. The contractor must comply with all environmental regulations and obtain any necessary environmental permits. Measures should be taken to minimize the environmental impact, including pollution control and waste management during construction.
- **Quality Assurance:**
The contractor must develop and implement a Quality Assurance Plan, including regular inspections, testing of materials, and final quality checks as well as testing procedures. Quality pack to be provided at the end of the contract.

Section 5: Financial Terms and Payment

The contractor needs to submit a detailed bill of quantities for the execution of work. Payment for works will be based on progress as supplied and agreed between the employer and project manager

The lowest price does not guarantee award, and the financial proposal will be evaluated on a 80/20 basis for pricing and participation. The evaluation will be done as per Bergrivier Municipality's Supply Chain Management Policy as follows:

- **Realistic pricing for BOQ items (80%)**
- **Specific participation goals:**
 - Bergrivier Jurisdiction (10%)
 - Westcoast Jurisdiction (5%)
 - Western Cape Province (3%)
 - South Africa (2%)
- **BBBEE Score Card**



- BBEE points (10%)

Section 6: Defect Liability

- **Defect Liability Period:** The contractor will be responsible for correcting any defects in the defect liability period. The period will be 12 months after final completion.

Section 7: Submission Requirements

The following documents must be submitted as part of the turnkey tender bid:

1. **Design Proposal:**
 - Conceptual design and methodology.
 - Description of proposed materials, equipment, and construction techniques.
 - Compliance with regulatory standards.
2. **Project Execution Plan:**
 - Detailed project schedule (Gantt chart preferred).
 - Staffing plan, including resumes of key personnel.
 - Health, Safety, and Environmental (HSE) plan.
 - Quality control plan.
3. **Financial Proposal:**
 - Detailed Bill of Quantities.
 - Cash flow projection.
4. **Previous Experience:**
 - Detailed portfolio of 3 or more equivalent projects completed in the last **5 years**, including contactable references. A reference letter for each of the relevant projects to be included.

Should any of the above mentioned documents not be submitted with the tender, this tender will be considered as non-responsive (Applicable to section 7).

Section 8: Terms and Conditions

- **Contract Period:** The entire project must be completed within the period specified as per programme of works.
- **Performance Guarantee:** The contractor must provide a **performance guarantee** of 10% of the contract value within **30 days** of contract signing.
- A **retention guarantee** of **10%** of the total contract value to be supplied. Upon completion, this will be reduced to **5%** until the defect liability period is completed.
- **Penalties:** Delay penalties of **0.1% per day of the contract value** will be applied if the contractor fails to meet the completion deadlines.
- **Force Majeure:** The contractor must notify the employer immediately of any event of force majeure that may delay the project.
- **Participating in EPWP employment:** On this contract, it is the intention that the work is provided for Local Enterprises and local labour, who are residing within the Bergrivier Municipal area, during the execution of the works, Local Enterprises and labourers and workers of the local communities



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required by the Contractor shall be targeted, recruited and appointed for work to enable the Contractor to achieve the Contract Participation Goals.

- **Tender Validity:** Tenders must be valid for a period of ninety 120 days from the tender closing date.
 - **Compulsory site meeting:** A compulsory site briefing will be held on **26 November 2024** at Rooibaai Jetty (Co-ordinates: Latitude - 32°46'42.23"S; Longitude - 18° 9'2.91"E) All interested bidders must attend this session. Failure to attend will result in the disqualification of the tender submission.
 - **Construction Industry Development Board (CIDB) registration:** Proof of registration to be supplied with a grading of 3CE or higher.
 - **General Conditions of Contract for Construction works (3rd Edition, 2015)** will be applicable to the contract as per attached Contract Data.
-

Section 10: Rights of the client

The Client reserves the right to:

- Reject any or all tenders without assigning any reason.
 - Disqualify any tender not meeting the requirements of this tender specification.
 - Is not obliged to accept the lowest or any tender.
 - Negotiate contract terms with the selected tenderer.
 - Reduce the project scope.
-

Section 11: Contract Award

The successful tenderer will be notified in writing and must be prepared to commence work within 30 days of contract award.

Section 12: Contact and Submission Details

Clearly marked tenders (**T8/3/62-2024 MN293-2024**) must be submitted to tender box at the following address:

***Bergrivier Municipality
13 Church Street
Piketberg***

Submission Deadline: 9 December 2024 at 12H00.
Late submissions will not be accepted.



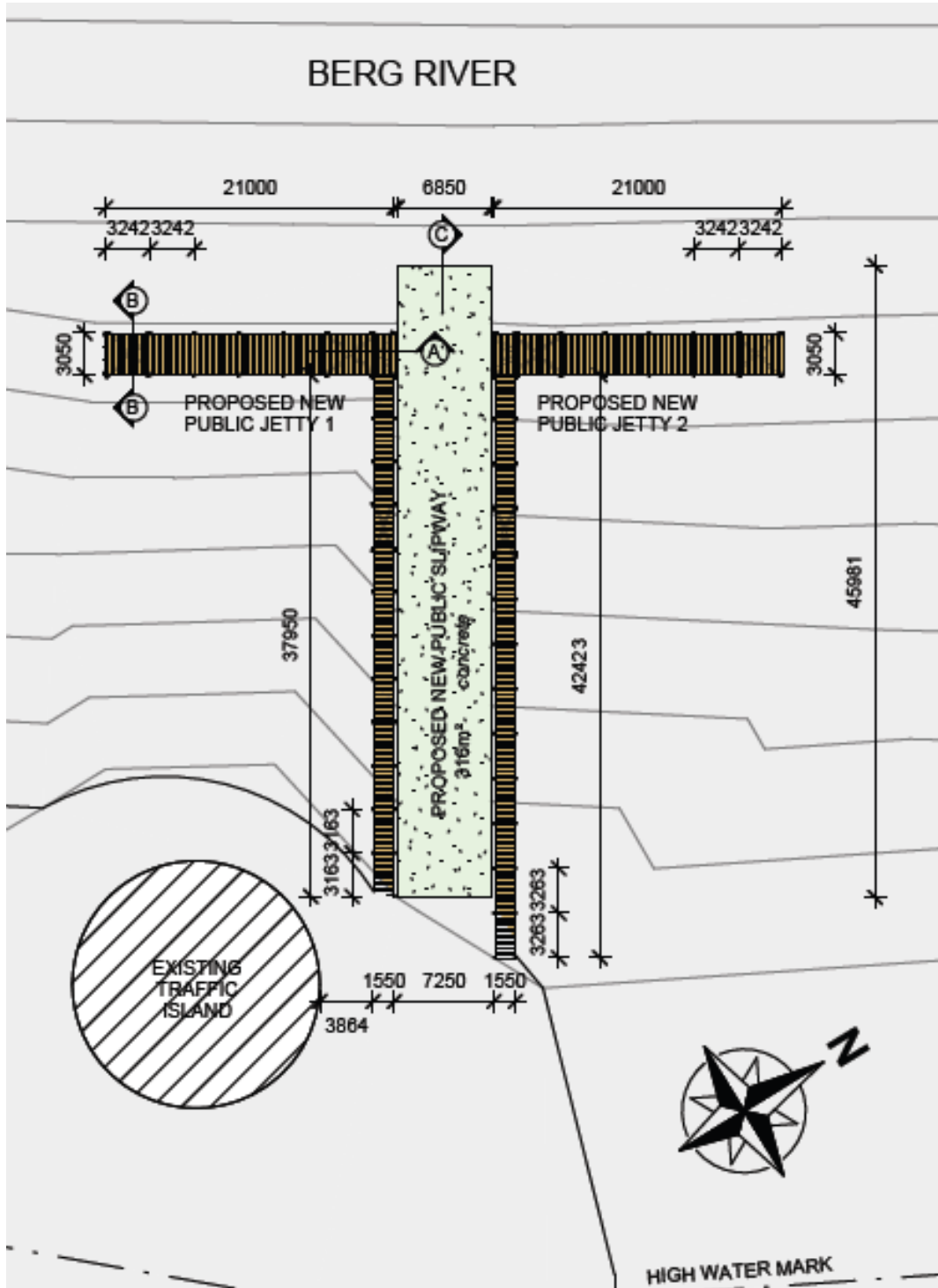
BERGRIVIER MUNICIPALITY

Annexure A – Environmental Authorization



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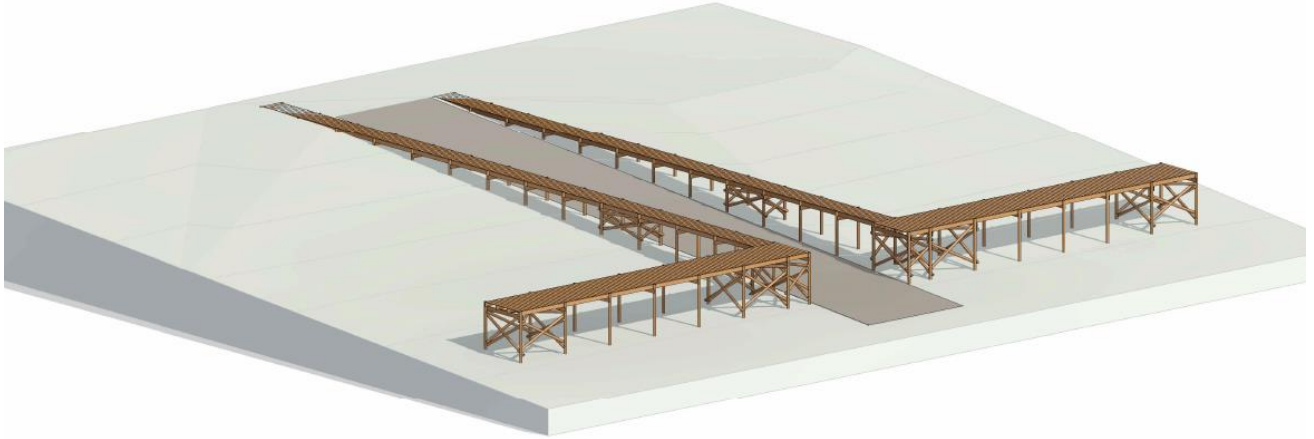
Sketch Example - Rooibaai Jetties





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Sketch Example - Rooibaai Jetties





PROJECT DESCRIPTION

C1.2 : CONTRACT DATA (PART 1)

The Conditions of Contract are the General Conditions of Contract for Construction Works (3rd Edition, 2015) published by the South African Institution of Civil Engineering (SAICE). Copies of these conditions of contract may be obtained from the SAICE Tel No.: (0)11 805 5947.

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

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

PART 1 : DATA PROVIDED BY THE EMPLOYER

| Clause | Description |
|---------------------|---|
| 1.1.1.13 | The Defects Liability Period is twelve (12) months measured from the date of the Certificate of Completion. |
| 1.1.1.15 1.2.1.2 | The name of the Employer is BERGRIVIER MUNICIPALITY The Employer's address for receipt of communications and notices is : Telephone: +27 (0)22 913 6000 Facsimile: 27 (0)22 913 1406 Address (Postal) : P O Box 60 Address (Physical): 13 Kerk Street PIKETBERG PIKETBERG 7320 7320 |
| 1.3.2 | The governing law is the law of South Africa |
| 3.1.3 | The Contractor shall obtain the specific approval of the Employer before executing any of the following functions or duties: a) The issuing of a variation order in terms of Clause 6.3.2. b) Significant change in designs. |
| 4.3.2 | If required, and for the duration of this contract, the Contractor shall provide proof to the Employer that the Contractor is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such prove shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided. |
| 4.3.3 | Add the following clause after Clause 4.3.2: 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 thereunder. An agreement is included in the Contract Document (C1.4 of 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 by a Licenced Compensation Insurer) within |



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| Clause | Description |
|----------|---|
| | fourteen (14) days after the Commencement Date. 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. |
| 4.4 | Subcontracting |
| 4.4.1 | The Contractor shall not subcontract the whole contract. |
| 4.4.2 | The Contractor shall be liable for the acts, defaults and negligence of any subcontractor, his agents or employees as fully as if they were the acts, defaults or negligence of the Contractor. |
| 4.4.3 | The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure set out in the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of Clause 4.4.2. |
| 4.4.4 | Any appointment of a subcontractor in accordance with Clause 4.4.3 shall not amount to a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the contract. |
| 4.4.5 | In the event of termination of the contract under Clause 9.2, the subcontract in terms of Clause 4.4.3 shall be assigned to the Employer. |
| 5.3.1 | The documentation required before commencement with the Works execution is: <ol style="list-style-type: none"> 1. Performance Guarantee (Refer to Clause 6.2.1) 2. Letter of Good Standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) 3. Insurance (Refer to Clause 8.6) 4. Contractor's Superintendence (Refer to Clause 4.12) 5. Initial Programme (Refer to Clause 5.6) 6. Occupational Health and Safety Agreement (C1.4 of the Contract Document) 7. Occupational Health and Safety Plan (Refer to Clause 4.3) 8. Retention Guarantee (Refer to Clause 6.10.3) |
| 5.3.2 | The time to submit documentation from the Commencement Date is fourteen (14) days |
| 5.4.2 | Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply and where ongoing use by the general public is required. |
| 5.4.4 | <i>Add the following new Clause after Clause 5.4.3:</i> The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site. |
| 5.8.1 | The non-working days are Sundays The special non-working days are: <ol style="list-style-type: none"> 1. All Gazetted public holidays falling outside the year-end break |
| 5.12.2.2 | No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. However , in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist and an extension of time be claimed in accordance with the provisions of Clause 5.12. No remuneration will be made for the extension of time, only extension of time will be allowed. |



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| Clause | Description | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------|---|---------|--------|-----------|--------|-------|--------|-------|--------|-----|--------|------|--------|------|--------|--------|--------|-----------|--------|---------|--------|----------|--------|----------|--------|
| | <p>The claiming for delays for abnormal climatic conditions will be evaluated against the accumulative total of days allowed for 5.12.2.2 for the relevant contract period.</p> <p>The number of days indicated below shall be regarded as a fair estimate of the days to be anticipated and allowed for as described above:</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 150px;">January</td><td>4 days</td></tr> <tr><td>February</td><td>4 days</td></tr> <tr><td>March</td><td>4 days</td></tr> <tr><td>April</td><td>4 days</td></tr> <tr><td>May</td><td>4 days</td></tr> <tr><td>June</td><td>6 days</td></tr> <tr><td>July</td><td>6 days</td></tr> <tr><td>August</td><td>8 days</td></tr> <tr><td>September</td><td>6 days</td></tr> <tr><td>October</td><td>4 days</td></tr> <tr><td>November</td><td>4 days</td></tr> <tr><td>December</td><td>4 days</td></tr> </table> <p>Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day is experienced.</p> <p>It shall be noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.</p> | January | 4 days | February | 4 days | March | 4 days | April | 4 days | May | 4 days | June | 6 days | July | 6 days | August | 8 days | September | 6 days | October | 4 days | November | 4 days | December | 4 days |
| January | 4 days | | | | | | | | | | | | | | | | | | | | | | | | |
| February | 4 days | | | | | | | | | | | | | | | | | | | | | | | | |
| March | 4 days | | | | | | | | | | | | | | | | | | | | | | | | |
| April | 4 days | | | | | | | | | | | | | | | | | | | | | | | | |
| May | 4 days | | | | | | | | | | | | | | | | | | | | | | | | |
| June | 6 days | | | | | | | | | | | | | | | | | | | | | | | | |
| July | 6 days | | | | | | | | | | | | | | | | | | | | | | | | |
| August | 8 days | | | | | | | | | | | | | | | | | | | | | | | | |
| September | 6 days | | | | | | | | | | | | | | | | | | | | | | | | |
| October | 4 days | | | | | | | | | | | | | | | | | | | | | | | | |
| November | 4 days | | | | | | | | | | | | | | | | | | | | | | | | |
| December | 4 days | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.13.1 | The penalty for failing to complete the Works is 0.1% of the total contract value per day. | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.16.3 | The latent defects period is 10 years. | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.2.1 | <p>The Performance Guarantee is to contain the wording of the document included in C1.3.</p> <p>The Performance Guarantee shall be ten per cent (10%) of the Tender Price.</p> <p>The Contractor shall deliver to the Employer within such time as may be stated in the Contract Data a Performance Guarantee of an Insurance Company or Bank as security. The said Company or Bank shall be subject to approval by the Employer.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.2.2 | Delete Clause 6.2.2 in its entirety. | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.2.3 | The expiry date shall be the date, of the issue by the Employer, of the Certificate of Completion of the Works. | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.5.1.2.3 | <p>The percentage allowance to cover overhead charges is:</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 100px;">Labour</td><td>10%</td></tr> <tr><td>Materials</td><td>10%</td></tr> </table> | Labour | 10% | Materials | 10% | | | | | | | | | | | | | | | | | | | | |
| Labour | 10% | | | | | | | | | | | | | | | | | | | | | | | | |
| Materials | 10% | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.8.2 | <p><i>Add the following to Clause 6.8.2:</i></p> <p>The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| | Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 6.8.3 of the General Conditions of Contract shall apply to such special materials. | | | | | | | | | | | | | | | | | | | | | | | | |
| 6.8.4 | <i>Add the following to Clause 6.8.4:</i> | | | | | | | | | | | | | | | | | | | | | | | | |



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| Clause | Description |
|-----------|--|
| | Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price. |
| 6.10.1.5 | The percentage advance on materials not yet built into the Permanent Works is 80 %. Payment for materials on site not yet built into Permanent Works or not on site shall only be made on submission of the applicable cession forms. |
| 6.10.3 | <i>Add the following to Clause 6.10.3:</i> Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, the Contract shall be subject to retention withheld by the Employer to the amount of 10% of the Contract Sum, which will get reduced to 5% of the total Contract Price upon the issue of the Certificate of Completion. Retention Guarantee: However, interim payments to the Contractor will not be subject to retention withheld by the Employer. Instead, the Contractor shall deliver to the Employer a Retention Guarantee of an Insurance Company or Bank as security. The said Company or Bank shall be subject to approval by the Employer. The Retention Guarantee is to contain the wording of the document included in C1.6 Retention Guarantee. The initial Retention Guarantee shall be 10% of the Contract Sum and shall be reduced to 5% of the total Contract Price upon the issue of the Certificate of Completion with a new Retention Guarantee to this effect. The Contractor shall make provision for the associated cost as part of his Tender Offer under the relevant payment items (Contractual Requirements) under Fixed-charge and Value Related Items as well as Time-related Items. |
| 6.10.4 | <i>Add the following to clause 6.10.4:</i> Notwithstanding the above, the Employer shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work. |
| 8.6.1.1.2 | The value of Plant and materials supplied by the Employer to be included in the insurance sum is nil. |
| 8.6.1.1.3 | The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R 500 000.00 |
| 8.6.1.3 | The limit of indemnity of liability insurance is R 5 000 000-00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods. |
| 8.6.1.5 | In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required: a) Insurance of construction equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement. b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993. c) Motor Vehicle Liability Insurance comprising (as a minimum) “Balance of Third Party” risks including Passenger Liability Indemnity. d) Where the contract involves manufacturing and/or fabrication of the Works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the Works are adequately insured during manufacture |



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| Clause | Description |
|--------|---|
| | and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance. |
| 8.6.6 | The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty precisely as given in part C1.5 Insurance Broker's Warranty. |
| 10.7.1 | The determination of disputes shall be by arbitration. |



BERGRIVIER MUNICIPALITY

PROJECT DESCRIPTION

C1.2 : CONTRACT DATA (PART 2)

PART 2 : DATA PROVIDED BY THE CONTRACTOR

| Clause | Description |
|----------|---|
| 1.1.1.9 | The name of the Contractor is <i>[Enter the Legal name of the Contractor].</i> |
| 1.2.1.2 | The Contractor's address for receipt of communications and notices is : Telephone: Facsimile: E-mail : Address (Postal) : Address (Physical) : |
| 1.1.1.14 | The time for completing the Works is weeks (with a week being 7 Days). |



BERGRIVIER MUNICIPALITY

PROJECT DESCRIPTION

C1.3 : FORM OF GUARANTEE (PRO FORMA)

For use with the Conditions of Contract that are the General Conditions of Contract for Construction Works (3rd Edition 2015)

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means

Physical address

“Employer” means : BERGRIVIER MUNICIPALITY

“Contractor” means

“Works” means : PROJECT DESCRIPTION

“Site” means: The site as defined in Clause 1.1.1.29 of the General Conditions of Contract

“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:

Type of Performance Guarantee: Fixed

“Expiry Date” means: Date of issue by the Employer of the Certificate of Completion of the Works.

CONTRACT DETAILS

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



BERGRIVIER MUNICIPALITY

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the Guarantor's liability shall be limited during the following periods to diminishing amounts of the Guaranteed Sum as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum:

R.....

(Amount in words)

1.1.2 From the day following the date of the said interim payment certificate up to and including the Expiry Date, or the date of issue by the Employer of the Certificate of Completion of the Works, whichever occurs first:

R.....

(Amount in words)

1.2 The Employer shall advise the Guarantor in writing of the date on which the interim payment certificate certifying, for the first time, more than 50% of the Contract Sum, has been issued and the date on which the Certificate of Completion of the Works has been issued.

2. FIXED PERFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the Guarantor's liability shall be limited to the amount of the Guaranteed Sum.

2.2 The Guarantor's period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

2.3 The Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The Guarantor hereby acknowledges that:

3.1.1 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 suretyship.

3.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

3.2 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:



BERGRIVIER MUNICIPALITY

- 3.2.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer 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 3.2.2;
- 3.2.2 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 3.2.1 and the sum certified has still not been paid;
- 3.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 3.2.
- 3.3 Subject to the Guarantor's maximum liability referred to in 1.1 or 2.1, 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:
- 3.3.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 3.3; or
- 3.3.2 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 3.3; and
- 3.3.3 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.
- 3.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 3.2 and 3.3 shall not exceed the Guarantor's maximum liability in terms of 1.1 or 2.1.
- 3.5 Where the Guarantor has made payment in terms of 3.3, 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.
- 3.6 Payment by the Guarantor in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 3.7 Payment by the Guarantor in terms of 3.3 will only be made against the return of the original Performance Guarantee by the Employer.
- 3.8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 3.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.



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- 3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 3.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' 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

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



BERGRIVIER MUNICIPALITY

ANNEXURE

LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently approved for issue of contract guarantees to the Municipality:

National Banks:

ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Home Loan Guarantee Co.
Infiniti Insurance Limited
Lombard Insurance
Mutual & Federal Insurance Co.
New National Assurance Co.
Regent Insurance Co.
Renesa Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.



BERGRIVIER MUNICIPALITY

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PROJECT DESCRIPTION

C1.4: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE BERGRIVIER 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 there under.

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 and sworn to before me at on this day of 20.....

Witness

Mandatory

Signed and sworn to before me at on this day of 20.....

Witness

for and on behalf of BERGRIVIER MUNICIPALITY



BERGRIVIER MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

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



BERGRIVIER MUNICIPALITY

PROJECT DESCRIPTION

C1.5 : INSURANCE BROKER'S WARRANTY

Pro Forma



Letterhead of Contractor's Insurance Broker

The Municipal Manager
Bergrivier Municipality
P O Box 60
PIKETBERG
7320

Tel No: +27 (0)22 913 6000
Fax No. +27 (0)22 913 1406
Dear Sir

PROJECT DESCRIPTION

NAME OF CONTRACTOR:

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned contract have been issued and/or in the case of blanket/umbrella policies, have been endorsed to reflect the interests of the BERGRIVIER MUNICIPALITY with regard to the abovementioned contract, and that all the insurances and endorsements, etc, are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed:.....

For:.....



BERGRIVIER MUNICIPALITY

PROJECT DESCRIPTION

C1.6 : RETENTION GUARANTEE (PRO FORMA)

For use with the General Conditions of Contract for Construction Works, Third Edition, 2015.

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor” means:

“Works” means: PROJECT DESCRIPTION.

“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.

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

Amount in words:

“Expiry Date”: This Performance Guarantee shall have no expiry date, refer to Clause 2 underneath.

CONTRACT DETAILS

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



RETENTION 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 Retention Guarantee and up to and including the date of issue by the Employer of the Final Approval Certificate or the date of payment in full of the guaranteed Sum, whichever occurs first unless the Guarantor is advised in writing by the Employer of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated. The Employer shall inform the Guarantor in writing of the date on which the Final Approval Certificate has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Retention 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 suretyship;
 - 3.2 its obligation under this Retention 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 Employer in an Interim or Final Payment Certificate has not been made in term of the Contract and failing such payment within (7) seven 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 of 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 Retention Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Retention 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 Retention 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.



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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 Retention Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Retention Guarantee shall not bear (zero percent) interest.
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 Retention Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Retention 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 Retention Guarantee is neither negotiable nor transferable. The original of this Guarantee shall be returned to the Guarantor upon the Issue of the Final Approval Certificate by the Employer.
13. This Retention 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 Retention 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.



BERGRIVIER MUNICIPALITY

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)



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PROJECT DESCRIPTION

PART C2 : PRICING DATA

C2.1 : PRICING INSTRUCTIONS FOR CIVIL WORKS

C2.2 : BILLS OF QUANTITIES (EXAMPLE with main headings)



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PROJECT DESCRIPTION

C2.1 : PRICING INSTRUCTIONS FOR CIVIL WORKS

C2.4.1 PREAMBLE TO BILLS OF QUANTITIES

C2.1.1.1 Measurement and payment shall be in accordance with Clause 8 of the SABS 1200 Standardised Specifications for Civil Engineering Construction referred to in the Scope of Works, subject to the variations and amendments contained in the section “Applicable SABS 1200 standardised specifications”.

C2.1.1.2 The prices and rates to be inserted in the Bills of Quantities are to be the 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. The prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

It is estimated that the Instruction to Commence the Works will not be issued by the Employer before 28 February 2025 and the prices and rates as described above shall take this into account.

C2.1.1.3 It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org or www.iso.org for information on standards).



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C2.1.1.4 The units of measurement described in the Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

| | | | | | |
|----------------------|---|-----------------------|----------|---|------------------|
| ha | = | hectare | h | = | hour |
| kl | = | kilolitre | kg | = | kilogram |
| km | = | kilometre | kW | = | kilowatt |
| km-pass | = | kilometre pass | MN | = | MegaNewton |
| kPa | = | kiloPascal | MN.m | = | MegaNewton-metre |
| l | = | litre | % | = | per cent |
| m | = | metre | PC sum | = | Prime Cost sum |
| mm | = | millimetre | Prov sum | = | Provisional sum |
| m ² | = | square metre | No. | = | number |
| m ² .pass | = | square metre-pass | R/only | = | Rate only |
| m ³ | = | cubic metre | sum | = | lump sum |
| m ³ .km | = | cubic metre-kilometre | t | = | ton (1 000 kg) |
| MPa | = | MegaPascal | W/day | = | Work day |

Comma (,) will be used as thousands separator.

C2.1.1.5 The Tenderer must price each item in the Bills of Quantities in **BLACK INK**.

C2.1.1.6 All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Bills of Quantities.

C2.1.1.7 While the Employer has every intent to complete the full scope of works, the Employer reserves the right to reduce or increase the scope of works according to the dictates of the budget, or to terminate this contract, with adjustment to the agreed rates, sums or fees and without payment of any penalty in this regard. The Service Provider shall however be entitled to pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, remuneration and/or reimbursement.



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PROJECT DESCRIPTION

C2.2 : BILLS OF QUANTITIES (Main Headings Only)



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PROJECT DESCRIPTION

C2.2 : BILLS OF QUANTITIES –MAIN HEADINGS (ROOI BAAI JETTY) - EXAMPLE

| SCHEDULE | DESCRIPTION | PAGE NO | AMOUNT | |
|---|---------------------------|---------|--------|---|
| | | | R | c |
| 1.A | DESIGN DRAWINGS | | R | |
| 1.B | PRELIMINARY AND GENERAL | | R | |
| 1.C | SITE CLEARANCE | | R | |
| 1.D | EARTHWORKS | | R | |
| 1.E | TIMBER JETTY CONSTRUCTION | | R | |
| 1.F | CONCRETE SLIPWAY | | R | |
| SUBTOTAL 1 | | | R | |
| CONTINGENCIES Allow the sum of 10% (ten percent) of the above Subtotal for Contingencies to be spent as the Employer may direct and to be deducted in whole or in part if not required. | | | R | |
| SUBTOTAL 2 (INCLUDING CONTINGENCIES) | | | R | |
| VALUE ADDED TAX VAT at the rate of 15% | | | R | |
| TOTAL CARRIED OVER TO C.1.1 : FORM OF OFFER AND ACCEPTANCE ROOI BAAI JETTIE | | | R | |

Signature (s)

Name (s)

Capacity

For the Tenderer
(Name and address or organization)

Date



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PROJECT DESCRIPTION

| |
|---------------------------------------|
| <p>PART C3 : SCOPE OF WORK</p> |
|---------------------------------------|

- C3.1 DESCRIPTION OF THE WORKS
- C3.2 ENGINEERING
- C3.3 MANAGEMENT
- C3.4 CONSTRUCTION
- C3.5 PARTICULAR SPECIFICATIONS



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PROJECT DESCRIPTION

C3.2 : ENGINEERING (CIVIL)

C3.2.1 DESIGN SERVICES AND ACTIVITY MATRIX

Works designed by, per design stage:

| Description | Responsible agent |
|---|--------------------------|
| Works designed per design stage | Contractor |
| Basic engineering and detail layouts | Contractor |
| Final design for construction stage | Contractor |
| Construction of the Works including necessary temporary Works | Contractor |
| Preparation of record drawings | Contractor |
| Maintaining of the Works during the Defects Liability Period | Contractor |

The Contractor is responsible for the design of all permanent works and the temporary works utilized by the Contractor. The Contractor shall be solely responsible for ensuring the safety and efficacy of his designs for temporary works.



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PROJECT DESCRIPTION

C3.3 : MANAGEMENT

C3.3.1 Construction Program and Methods

The Contractor shall provide programme of the works.

The Contractor shall indicate in his construction programme the number of construction teams he envisages will be required including the date when each team will start, chainage where each team will commence from and the estimated period for which each team will be engaged.

Construction methods must be of such nature that no property or life on site or adjacent to the works is endangered. The Employer accepts no responsibility for work that is done outside the site boundaries without the Engineer's approval.

All open excavations on site must be clearly demarcated and safeguarded before it is left overnight, during weekends and on public holidays. All excavations shall be backfilled and finished to the complete satisfaction of the Engineer.

The Contractor shall program separately for the detection, exposing and modification of existing services at the start of the contract at least fourteen (14) days prior to the proposed crossings. The position and levels thereof must be recorded and forwarded to the Engineer so that any adjustments to the design can be made if necessary. No extension of time arising out of any delay in completing this work will be considered.

The Contractor shall submit within two (2) weeks after site-handover to the Employer an updated construction program indicating all construction activities, phasing, handing over of sections, resources, timelines, monthly expenditure and critical path with specific reference to criteria in C3.1.3 for the duration of the construction period indicated for approval. The Contractor will not be allowed to commence with any work before this program has been agreed upon and approved by the Engineer.

The Contractor himself is responsible for liaison and the necessary arrangements with relevant property owners, relevant local and road authorities, Eskom, Telkom and Neotel in respect of service crossings and the finalisation and approval of the works program.

The compilation of the construction program and any amendments thereto during the course of construction shall be at the cost of the Contractor and shall not be measured elsewhere in this contract.

The Contractor shall record progress against the program. The Contractor shall draw the Engineer's attention immediately to any activities that fall behind program and shall inform the Engineer how he proposes to get back on program. Progress meetings shall be held monthly on site.



C3.3.2

Recording of weather

R

The Contractor shall erect a rain gauge on site or agree with the Engineer to use statistics from an approved weather station in the area.

The Contractor shall record any rainy and windy periods which may adversely affect the contractual time of completion in terms of Clause 5.12 of the General Conditions of Contract for Construction Works, 3rd Edition, 2015.

C3.3.3

Format of communications

All communications regarding the contract shall be channeled through the Employer and/or his duly authorized representative.

The Contractor shall supply a site instruction book (triplicate) which must be available on site at all times. The site instruction book forms part of the official contract documentation.

A "Progress Report", "Labour on Site" and "Plant on Site" must be submitted at each site meeting.

C3.3.4

Management meetings

Management (site) meetings shall be held once a month for the duration of the project on times and dates to be agreed.

Technical meetings shall be held as and when required.

Health and Safety management meetings will be arranged by the appointed Health and Safety Officer (HSO) for the duration of the contract and will as far as possible be conducted as part of the site meetings.



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C3.3.5 Payment certificates

The date of measurement of the monthly payment certificate will be agreed at the first site meeting. All quantities must be agreed with the Employer before a payment certificate is submitted.

C3.3.6 EXISTING SERVICES

C3.3.6.1 Known services

The contractor shall take whatever precautions are required to protect identified services from damage during the period of the contract.

C3.3.6.2 Reinstatement of services and structure damaged during construction

The requirements and reinstatement procedures for the notification and repair of damage to services, penalties applicable to the damage of services, etc. will be discussed at the first meeting (site hand-over).

C3.3.7 SITE ESTABLISHMENT

C3.3.7.1 Services and facilities provided by the Employer

(i) Source of Water Supply

The Contractor may make application to the Local Authorities for a clean water supply point, but shall bear all the costs for the installation of such supply point. Water used by the Contractor from the Employer's mains will be charged for at the tariffs ruling at the time of use.

The Contractor shall make himself thoroughly acquainted with the regulations relating to the use of water and shall take adequate measures to prevent the wastage of water.

The Employer accepts no responsibility for the shortage of water due to any cause whatsoever, nor additional costs incurred by the Contractor as a result of such shortage.

The Contractor shall take note that no direct payment will be made for any costs incurred for the provision of a water supply point nor for the cost of water drawn. Payment for the aforementioned shall be deemed to be covered by the rates and prices tendered and paid for the various items of work included under the Contract.

(ii) Source of Power Supply

The Contractor is to make his own arrangements with the Electrical Service Provider for electricity supply, if required, and shall pay establishment and consumption costs at the tariffs ruling at the time.

(iii) Location of Site Camp, Materials Storage and Temporary Stockpiling Area

The position of the site camp, designated area for materials storage and temporary stockpiling shall be submitted to the Engineer for approval.

The Contractor shall confine his camp and storage of materials to the designated areas. On completion of the construction works the surface of the areas utilised shall be re-instated to the original state.



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C3.3.7.2 Facilities provided by the Contractor

(i) Temporary Offices

As required by the Contractor to be approved by the Employer.

(ii) Sanitary facilities

The Contractor shall supply chemical toilets for use by his workmen. The number of toilets shall be based on one toilet per fifteen personnel on site. Should female workers be employed, the contractor shall allow for separate toilets for male and female workers with at least the female toilets being lockable.

Under no circumstances will the Contractor's staff be allowed to use public toilet facilities.

(iii) Telephone facilities

No telephone facilities are required for the Employer.

(iv) Housing for Contractor's employees

No housing is available for the Contractor's employees, and the Contractor shall make his own arrangements for housing his employees or transporting them to and from the site. The Contractor is in all respects responsible for the housing and transporting of his employees, and for the arrangement thereof, and no extension of time due to any delays resulting from this, will be granted.

C3.3.7.3 Storage and laboratory facilities

No storage facilities are required on site. Laboratory facilities may be required for conducting control testing.

C3.3.7.4 Advertising rights

The Contractor will be permitted to erect a maximum of one (1) of his own name boards in positions approved by the Employer.

C3.3.8 PERMITS AND WAY LEAVES

The Contractor shall obtain the necessary permits and wayleaves from the relevant authorities before any construction work may commence.

The Contractor must allow in his preliminary and general rates for the costs to obtain the permits and wayleaves, as well as in his construction programme.

C3.3.9 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Survey pegs will be indicated to the Contractor. The Contractor shall be solely responsible for the protection of the survey pegs. The Contractor's attention is specifically drawn to the requirements of Clause PS A 5.1.1.

C3.3.10 ALTERATIONS, ADDITIONS, EXTENSIONS AND MODIFICATIONS TO EXISTING WORKS

The Contractor must familiarise himself of the position of all existing services and structures and report any discrepancies or services not shown on the drawing to the Engineer.



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The Contractor must verify the list of benchmarks shown on the drawings for the setting out of the works, and confirm their correctness in the Site Instruction Book.

C3.3.11 INSPECTION OF ADJOINING PROPERTIES

If necessary, the adjacent properties or existing services within the site must be inspected with representatives of the relevant authorities before commencing with the works. The Contractor must also take photographs of all existing services, streets and structures in the residential area. Special care should be given to private property.

C3.3.12 SURVEY CONTROL AND SETTING OUT OF THE WORKS

Before commencement of work, the Contractor is to liaise with the Employer to establish exactly the status of all boundary pegs.

The Employer will issue instructions on alterations, additions, extensions and modifications to existing works if necessary.

C3.3.13 FEATURES REQUIRING SPECIAL ATTENTION

C3.3.13.1 Safety regulations

Both the "Factories, Machinery and Building Work Act (Act 22 of 1941) and the "Machinery and Occupational Safety Act (Act 6 of 1983)" must, wherever they appear in the SANS 1200 standardised specifications, be substituted by the "Occupational Health and Safety Act and Regulations (Act 85 of 1993)".

The Contractor shall apply suitable proven methods for construction complying with the OHS Act so that his activities will not constitute a hazard to his work force, the public or any adjacent property. All excavations shall be suitable safeguarded and barricaded especially during night-time, weekends or holidays and any other day of inactivity by the Contractor. The Contractor shall also ensure that excavations are shored or otherwise made safe.

The camp and construction site will be locked after hours to ensure safety of passers-by. No additional payment will be made to the Contractor for complying with these requirements.

C3.3.13.2 "Record" drawings

As the work progresses, the Contractor shall keep full records of all amendments to and deviations from the drawings. The Contractor must submit this information monthly with his payment certificate to the Employer. The true positions, invert levels and ground levels of all services shall be indicated on the drawings, for which purpose the Contractor shall submit a complete set of drawings at no cost. The actual position and depth of any future connections, as well as any previously unknown existing services shall also be provided.

The completion certificate shall only be issued after the Employer has received a properly completed set of "record" drawings from the Contractor. No separate payment shall be made for this service as all costs related thereto shall be deemed to be included in the relevant items.

C3.3.13.3 Finishing and tidying

Progressive and systematic finishing and tidying will form an essential part of this contract. Under no circumstances shall spoil, rubble, materials, equipment or unfinished operations



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be allowed to accumulate unnecessarily and in the event of this occurring the Engineer shall have the right to withhold payment for as long as necessary in respect of the relevant works in the area(s) concerned.

C3.3.13.4 Extension of time resulting from abnormal climatic conditions

Refer to Contract Data (Part 1), Clause 5.12.2.2.

Should the Contractor wish to submit a claim for extension of time for the completion of the works due to the works being delayed by reason of abnormal climatic conditions he shall do so in writing and with the following details:

1. The times work was stopped and recommenced.
2. A motivation for the reasons construction could not continue, with reference to the agreed construction programme activities.
3. A report on active resources on site at the time of disruption, which shall be certified by the Employer.
4. The circumstances surrounding any instruction by a third party to stop due to inclement weather (i.e. Industrial Council/ Safety Officer, etc.).

The Contractor shall submit to the Employer claims for all time lost due to inclement weather within 1 working day of the claim day, duly certified by the Employer. A record of inclement weather will be kept and recorded at site meetings on a regular basis. Only when all parts of the contract have been handed over will claims, if any, be considered for exceptionally inclement weather. The onus is on the Contractor to prove these claims.

The delays granted, in terms of this clause, shall not automatically result in an overall extension of time being granted for completion of the works unless the effect is clearly applicable to the critical path of the agreed construction programme.

C3.3.13.5 SITE INSTRUCTION BOOK

A triplicate book for site instructions shall be supplied free of charge by the Contractor and shall at all times be kept on the Site and accessible to the Employer during normal working hours. At the end of the Contract the Contractor shall hand the site instruction book to the Employer.

C3.3.13.6

INTERRUPTION OF EXISTING SERVICES

The known services are indicated on the drawings, but it remains the responsibility of the Contractor to detect and protect the existing services. The Contractor must liaise with all services owners before any excavation begins.

The existing Sewers is to remain operational at all times throughout the duration of this contract.

C3.3.13.7 WORK CONSIDERED TO BE LABOUR BASED (LABOUR INTENSIVE)

The following components of work can be executed using labour-based construction methods.

1. Excavation in soft material for trenches;
2. Preparation of bedding and blanket;



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3. Backfilling of all trenches with compaction excluded;
4. Locating of existing services;
5. Shuttering and fixing of reinforcing steel;
6. All cleaning and finishing off.
7. Jetty assembly.

Note:

The Employer wishes that the Contractor employ local labour from Velddrif area on this project. The above-mentioned serves as an indication of work that can be done by local labourers. The Contractor may obtain a list of local labourers from the local municipal office.

In the Bills of Quantities, the cost of labour based construction activity is covered by using the standard SABS 1200 payment item with no additional extra-over payment item to cover the additional cost of using labour based construction methods.

C3.3.13.8 Accesses To The Properties

The Contractor shall organise the work to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work.

If, as a result of restricted road reserve widths and the nature of the work, the construction of bypasses is not feasible, construction shall be carried out under traffic conditions to provide access to erven and properties.

The Contractor may, with the approval of the Employer, make arrangements with the occupiers of erven and properties to close off part of a street, road, footpath or entrance temporarily, provided that the Contractor duly notifies the occupiers of the intended closure and its probable duration and re-opens the route as punctually as possible. Where possible, the road shall be made safe and re-opened to traffic overnight.

Such closure shall not absolve the Contractor from his obligations under the Contract to provide access at all times. Barricades, traffic signs and drums shall be provided by the Contractor to suit the specific conditions.

C3.3.13.9 Maintenance of accesses and streets

The operation of construction vehicles on existing roads or streets, or on streets which have been completed to the level of sub base or base or bituminous surface treatment, shall be limited to traffic with an axle load not exceeding that allowed by the Road Traffic Ordinance of the authority concerned, or any amendment thereof. Hauling is strictly forbidden on sections of streets that have been completed as described above. The Contractor shall make use of temporary haul roads, or where not practically possible, program his work in such a manner that the haulage of materials shall be restricted to that required for the particular section of street. No additional payment shall be made for the use of temporary haul roads and all relevant costs shall be deemed to be covered by the appropriate rates.

The Contractor must note that no additional payment will be made for the construction of temporary access roads to the construction site, borrow areas or to the spoil sites, except for payment made under payment item A 8.3.2.2 of SABS 1200 A.



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If the Contractor does make use of existing streets for the hauling of materials to or from the site, he shall be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary, within one (1) day after such spillage has occurred. No additional payment will be made for the clearance of spillage and all relevant costs will be deemed to be covered under the relevant items.

C3.3.13.10 Normal working hours

Normal working hours shall be between 07:30 and 18:00 on weekdays from Mondays to Fridays and between 07:30 and 14:00 on Saturdays, should the Contractor choose to work on Saturdays, excluding Public holidays and other special non-working days.

C3.3.13.11 Interference with Municipal staff and operations

The Contractor shall ensure that none of his staff interfere in any way with any municipal staff member or their subcontractors regarding the operation of existing infrastructure.

Any member of the Contractors staff found to be interfering with municipal staff or operations in any way shall be removed from the site and shall not be allowed to return.

C3.3.14 ENVIRONMENTAL MANAGEMENT PLAN

C3.3.14.1 Demarcation of the site

For the purpose of the EMP, the site shall be divided into two areas identified by the Employer and the Contractor:

- (i) The construction camp comprising all offices, lay down yards, vehicle wash areas, fuel and material storage areas, batching areas and other infrastructure that is required for the running of the job.
- (ii) The working area in which construction activity is permitted to take place. No infrastructure, permanent lay down or storage areas shall be established in this working area unless specified in the project specification or prior approval is obtained from the Employer.

C3.3.14.2 Construction camp

The Contractor shall provide the Employer with a plan showing the positions of all buildings, yards, vehicle wash areas, batching areas and other infrastructure for approval by the Employer at least ten (10) days prior to establishment. The construction camp shall be planned in such a way so as to affect as small an area as practically possible. The Employer shall approve the location and layout of the construction camp prior to establishment.

C3.3.14.3 Fencing of the site

If a temporary fence is required, the Contractor shall erect and maintain such a fence (demarcating the boundary of the working area, construction camp and access roads) to the satisfaction of the Employer. The erection of this fence shall be one of the first tasks undertaken by the Contractor after establishment. The boundaries between the construction camp area and the working area within the site shall also be fenced. The Contractor shall ensure that the erection of the fencing causes minimal disturbance to flora, fauna, natural, historical and cultural features and access of the public to the river. A method statement shall be submitted to the Employer prior to erection to ensure proper positioning and suitable anchorage of the fence.



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All material left over from fencing operations shall be collected after the fence has been erected and removed from site. Fences shall not be moved or removed without the written consent of the Employer. The Contractor shall maintain fences throughout the construction period.

C3.3.14.4 Workshops

Any workshops shall be located inside the demarcated construction camp area. The exact location and design of the workshop shall be as approved by the Employer prior to establishment. The floor shall be bonded and sloped towards an oil trap or sump to contain any spillages of substances (e.g. oil). When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. All waste material shall be disposed of in accordance with national, regional and local laws, regulations and by-laws. This waste material shall be regularly removed off site and disposed of at an approved waste site.

C3.3.14.5 Eating areas

The Contractor's employees shall eat in the designated eating area indicated on the Contractor's drawing of the construction camp that has been approved by the Employer. No changes to the eating area shall be made without the approval of the Employer. The Contractor shall provide shade and adequate scavenger-proof and weatherproof refuse bins in this area. Any cooking on site shall only be undertaken in the eating area and be done on well-maintained gas cookers with fire extinguishers present. No cooking shall be done anywhere else on site and no fires are permitted.

C3.3.14.6 Watchmen

The Contractor shall ensure that adequate security is provided on site to ensure that the site camp, plant and material are protected if so required.

C3.3.14.7 Solid waste collection areas

"Solid waste" refers to all solid waste, including construction debris, chemical waste, excess cement/concrete, wrapping materials, timber, tins and cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

The Contractor shall set up a waste control and removal system. The Contractor shall submit a method statement for waste control and removal to the Employer for approval prior to establishment. Bins shall be closed, weatherproof and scavenger-proof.

Waste shall be collected from these bins on a daily basis and shall be stored in a central collection area prior to removal off-site. This central collection area shall have appropriate storage containers (closed and weatherproof) bonded and lined with plastic or concrete. The waste from this central collection area shall be disposed of off-site at an approved waste site. Waste shall be removed from site on a regular basis as approved by the Employer. Waste shall not be burnt or buried on site or in the surrounding area. Where possible, appropriate material shall be reused or recycled.

C3.3.14.8 Wastewater

Water shall be used sparingly on site and where possible wastewater shall be recycled. If possible, reclaimed wastewater shall be used. Water for mixing of concrete shall comply with the requirements of SABS 1200 G 3.3.

C3.3.14.9 Fuel storage areas



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Fuels required for use during construction shall be stored in a depot at the construction camp at a location as agreed upon by the Employer. The Contractor shall ensure that all liquid fuels (petrol and diesel) are stored in tanks with lids, which are kept firmly shut. The tanks shall be situated on a smooth impermeable (plastic or concrete) base with an earth bund. The impermeable lining shall extend to the crest of the bund and the volume inside the bund shall be 1,5 x the total capacity of the storage tanks. The bonded area shall be emptied of water following rainfall events. The floor of the bund shall be sloped towards an oil trap or sump to enable any spilled fuel and / or fuel-soaked water to be removed.

The Contractor shall keep fuel under lock and key at all times.

C3.3.14.10 Concrete batching area

Cement and concrete are regarded as hazardous to the environment due to the high pH of the material and the chemicals it contains.

The Contractor shall submit a method statement for mixing of concrete for approval by the Employer indicating where the mixing will take place and the methods to ensure that waste water and materials are contained in the batching area and disposed of correctly. Concrete shall not be mixed directly on the ground.

C3.3.14.11 Equipment maintenance and storage

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the site. Where possible, all maintenance of equipment and vehicles shall be performed in the workshop or site camp. If it is necessary to do maintenance outside of the workshop or site camp area, the Contractor shall obtain agreement from the Employer prior to commencing such activities.

The Contractor shall demarcate an area in which equipment and vehicles may be stored. The location of this area shall be as approved by the Employer. The Contractor shall take measures to ensure that there is no pollution of this storage area by leaks or drips.

C3.3.14.12 Materials handling, use and storage

The Contractor is responsible for ensuring that any material delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, "no go" areas, speed limits, dust control, etc) required to comply with the EMP before they arrive at site and off-load any materials. The Contractor shall ensure that the delivery drivers are supervised during off-loading by someone with an adequate understanding of the requirements of the EMP, so as to ensure that all relevant requirements of the EMP are followed.

C3.3.14.13 Hazardous Substances

The Contractor shall comply with all relevant national, regional and local legislation regarding the transport, use and disposal of hazardous materials.

The Contractor shall provide the Employer with a list of all hazardous materials to be used on site, together with the storage, handling and disposal procedures of the materials. This information shall be available to all personnel on site.

The location of the hazardous material store shall be within the demarcated construction camp area. The location and design of the store within this area shall be approved by the Employer prior to establishment.

C3.3.14.14 Fuel (Petrol and Diesel) and Oil



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Where possible, the Contractor shall ensure the refuelling of vehicles takes place only at the fuel storage area in the construction camp. Where this is not possible, the Contractor shall notify the Employer to get his approval of the refuelling method to be used. The surface under the refuelling area shall be protected against pollution to the satisfaction of the Employer prior to any refuelling activities. All equipment that leaks shall be repaired immediately or removed from the site. Refuelling shall be carried out by means of pumps, rather than funnels.

C3.3.14.15 Emergency procedures

The Contractor shall ensure that emergency procedures for the following situations are submitted for approval to the Employer prior to establishment of the site.

Fire

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until it can no longer be controlled. The Contractor shall ensure that his staff and the staff of Subcontractors are aware of the procedure to be followed in the event of a fire.

C3.3.14.16 Accidental leaks and spillages

The Contractor shall ensure that his staff and the staff of Subcontractors are aware of the procedure to be followed for dealing with spills and leaks, which will include notifying the Employer and relevant authorities. The Contractor shall also ensure that the necessary materials and equipment for dealing with spills and leaks are present on site at all times. The clean-up of spills and any damage caused by the spill or leak shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillages of any liquid material to the Employer for approval.

C3.3.14.17 Care of surrounding areas

The Contractor shall ensure that no contamination of or damage to the surrounding areas or watercourses shall occur because of any of his activities during construction.

Care shall be taken to ensure no accidental spillage or leakage occurs whilst temporary bypass facilities are in use. Should any spillage or leakage occur the Contractor shall immediately stop his operations and clean up the spillage. He shall then rectify the cause of the spillage or leakage before proceeding further to ensure that no further spillages occur.

The clean-up of spillage and any damage caused by the spillage or leakage shall be for the Contractor's account. The Contractor shall submit a method statement for management of accidental leaks and spillages of any sewage to the Employer for approval.

The Contractor shall ensure that no pollution of the surrounding areas occurs due to wind-blown or other litter emanating from the site or from his activities during construction. No fires are permitted, neither is the cutting down of or any damage to trees and other vegetation outside of the demarcated site.



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14. SCHEDULE OF PLANT AND EQUIPMENT

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.

| 1. DETAILS OF MAJOR EQUIPMENT THAT IS OWNED BY AND IMMEDIATELY AVAILABLE FOR THIS CONTRACT. | | | |
|---|-------------|------|----------|
| QUANTITY | DESCRIPTION | SIZE | CAPACITY |
| | | | |
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| | | | |
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| | | | |
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Attach additional pages if more space is required.

| 2. DETAIL OF MAJOR EQUIPMENT THAT WILL BE HIRED, OR ACQUIRED FOR THIS CONTRACT IF MY / OUR TENDER IS ACCEPTED. | | | |
|--|--------------|------|----------|
| QUANTITY | DESCRIPTION, | SIZE | CAPACITY |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |

Attach additional pages if more space is required.

| | |
|---|--|
| Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>) | |
|---|--|



BERGRIVIER MUNICIPALITY

15. SCHEDULE OF SUBCONTRACTORS

I/we the tenderer, notify the Bergrivier Municipality that it is our intention to employ the following Subcontractors for work in this contract:

| SUBCONTRACTORS | | | | |
|---|---|--|---|-------------------------------|
| Category / Type | Subcontractor Name; Address; Contact Person; Tel. No. | | Items of work (pay items) to be undertaken by the Subcontractor | Estimated cost of Work (Rand) |
| 1. | Name of firm | | | |
| | Contact person | | | |
| | Tel No | | | |
| | Address | | | |
| 2. | Name of firm | | | |
| | Contact person | | | |
| | Tel No | | | |
| | Address | | | |
| 3. | Name of firm | | | |
| | Contact person | | | |
| | Tel No | | | |
| | Address | | | |
| 4. | Name of firm | | | |
| | Contact person | | | |
| | Tel No | | | |
| | Address | | | |
| 5. | Name of firm | | | |
| | Contact person | | | |
| | Tel No | | | |
| | Address | | | |
| Number of sheets appended by the tenderer to this schedule (<i>If nil, enter NIL</i>) | | | | |

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed above being approved by the Engineer.

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



BERGRIVIER MUNICIPALITY

16. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – CURRENT CONTRACTS

| CURRENT CONTRACTS | | | | | | |
|-------------------------------------|--|---|--|----------------|---------------------------|----------------|
| EMPLOYER (Name, Tel, Fax, Email) | | Contact Person (Name, Tel, Fax, Email) | | NATURE OF WORK | VALUE OF WORK (INCL. VAT) | DATE COMPLETED |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
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| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |

Attach additional pages if mores space is required.

| | | | | |
|--|--|--------------|--|--|
| Number of sheets appended by the tenderer to this schedule (If nil, enter NIL) | | | | |
| SIGNATURE | | NAME (PRINT) | | |
| CAPACITY | | DATE | | |
| NAME OF FIRM | | | | |



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17. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

The following is a statement of similar work successfully executed by myself / ourselves:

| COMPLETED CONTRACTS | | | | | | |
|-------------------------------------|--|---|--|----------------|---------------------------|----------------|
| EMPLOYER (Name, Tel, Fax, Email) | | Contact Person (Name, Tel, Fax, Email) | | NATURE OF WORK | VALUE OF WORK (INCL. VAT) | DATE COMPLETED |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |
| Name | | Name | | | | |
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| Name | | Name | | | | |
| Tel | | Tel | | | | |
| Fax | | Fax | | | | |
| Email | | Email | | | | |

Attach additional pages if mores space is required.

| | |
|--|--|
| Number of sheets appended by the tenderer to this schedule (If nil, enter NIL) | |
|--|--|



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18. FORM OF OFFER AND ACCEPTANCE

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
3. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

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

- 1. OFFER**
- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works; **TENDER 8/3/62-2024 MN293-2024**
 - 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
 - 1.3. By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** 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.

2. THE ALL-INCLUSIVE AMOUNT OFFERED IS:

| | |
|--------------------|---|
| In figures: | R |
| In words: | |
| | |

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

| | | |
|-------------------|--|------|
| Signature(s) | | |
| Name(s) | | |
| Capacity | | |
| Name of tenderer: | | |
| Name of witness: | <i>(Insert name and address of organization)</i> | Date |
| | | |



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| | | | |
|-----------------------|--|--|--|
| Signature of witness: | | | |
|-----------------------|--|--|--|

3. ACCEPTANCE

- 3.1. 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.
- 3.2. 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.
- 3.3. 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.

| | | |
|--------------------------|--|-------|
| Signature(s): | | |
| Name(s): | | |
| Capacity: | | |
| For the Employer: | Bergrivier Municipality, Kerk Street, Piketberg, 7320 | |
| Name of witness: | | Date: |
| Signature of witness: | | |



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19. PRICING SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
 2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
 3. Document **MUST** be completed in non-erasable black ink.
 4. **NO** correction fluid/tape may be used.
 - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 5. The Bidder **MUST** indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

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

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

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

Please note the following:

1. BERGRIVIER Municipality reserves the right to downward adjust the scope of work/ quantity required to stay within its budget.
2. Only firm prices will be accepted, and non-firm prices will not be considered.



BERGRIVIER MUNICIPALITY

20. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

I / We accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment of this contract.

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

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



BERGRIVIER MUNICIPALITY

SUPPLY CHAIN MANAGEMENT

Enquiries: Mr. S. Wilschut

Ref: 6/1/1

Tel: (022)913 6000

Fax: (022)913 1380

E-mail: wilschuts@bergmun.org.za

All Service Providers (SP's) and potential bidders

Dear Sir/Madam

Incomplete documentation in terms of bidding processes.

With reference to the judgment of the Supreme Court of Appeal case number 937/2012 Dr JS Moroka Municipality vs. Bertram (PTY) Limited 2013 JDR 2728 SCA the following:

“In our view the judgment supports the proposition that a Municipality determines the requirements for a valid tender and a failure to comply with the prescribed conditions of tender will result in such tender being disqualified as it would not be an 'acceptable tender' as defined in the Preferential Procurement Policy Framework Act 5 of 2000 unless the prescribed conditions are immaterial, unreasonable or unconstitutional.

Therefore, provided that the relevant tender document makes provision for **an original tax clearance certificate and/or any other certificates/documents** as a prescribed minimum prerequisite and/or peremptory requirement in order for such tender to be considered an 'acceptable tender' and to pass the threshold requirement for consideration and evaluation, and a tenderer fails to provide same, the Municipality would be within its rights to disqualify such tender/tenderer.”

Therefore, BERGRIVIER Municipality will with immediate effect exclude all offers from bidders if the required documentation is not handed in/or attached with the original bidding documents.

Adv. Hanlie Linde
Municipal Manager

15 NOVEMBER 2024



BERGRIVIER MUNICIPALITY

SMME STATUS

98 No. 41970

GOVERNMENT GAZETTE, 12 OCTOBER 2018

SCHEDULE

The new National Small Enterprise Act thresholds for defining enterprise size classes by sector, using two proxies

| Column 1 | Column 2 | Column 3 | Column 4 |
|--|-----------------------------|--|-----------------------|
| Sectors or sub-sectors in accordance with the Standard Industrial Classification | Size or class of enterprise | Total full-time equivalent of paid employees | Total annual turnover |
| Agriculture | Medium | 250 | 35,0 million |
| | Small | 50 | 17,0 million |
| | Micro | 10 | 7,0 million |
| Mining and Quarrying | Medium | 250 | 210,0 million |
| | Small | 50 | 50,0 million |
| | Micro | 10 | 15,0 million |
| Manufacturing | Medium | 250 | 170,0 million |
| | Small | 50 | 50,0 million |
| | Micro | 10 | 10,0 million |
| Electricity, Gas and Water | Medium | 250 | 180,0 million |
| | Small | 50 | 60,0 million |
| | Micro | 10 | 10,0 million |
| Construction | Medium | 250 | 170,0 million |
| | Small | 50 | 75,0 million |
| | Micro | 10 | 10,0 million |
| Retail, motor trade and repair services | Medium | 250 | 80,0 million |
| | Small | 50 | 25,0 million |
| | Micro | 10 | 7,5 million |
| Wholesale | Medium | 250 | 220,0 million |
| | Small | 50 | 80,0 million |
| | Micro | 10 | 20,0 million |
| Catering, Accommodation and other Trade | Medium | 250 | 40,0 million |
| | Small | 50 | 15,0 million |
| | Micro | 10 | 5,0 million |
| Transport, Storage and Communications | Medium | 250 | 140,0 million |
| | Small | 50 | 45,0 million |
| | Micro | 10 | 7,5 million |
| Finance and Business Services | Medium | 250 | 85,0 million |
| | Small | 50 | 35,0 million |
| | Micro | 10 | 7,5 million |
| Community, Social and Personal Services | Medium | 250 | 70,0 million |
| | Small | 50 | 22,0 million |
| | Micro | 10 | 5,0 million |



Lindiwe D Zulu, MP
Minister of Small Business Development
 Date: 23/09/2018