



**STELLENBOSCH**  
STELLENBOSCH • PNIEL • FRANSCHHOEK



MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

**INVITATION TO BID: B/SM 92/16**  
**SUPPLY AND INSTALLATION OF FENCING AT KLAPMUTS TRANSFER STATION**

Notice is hereby given that tenders are invited, from suitably qualified and experienced professional service providers for the supply and installation of fencing at Klapmuts Transfer Station, Klapmuts.

Bidders must be registered with the CIDB in a SQ class of construction work and have a grading designation equal to or higher than that determined in accordance with the sum tendered or a value determined in accordance with regulation 25(7A) of the Construction Industry Development Regulations, 2008. It is estimated that bidders should have a CIDB contractor grading of 3SQ or higher.

**A compulsory site meeting will be held on 04 March 2016 at 11h00 at the Klapmuts Transfer Station off R101 Old Paarl Road, Klapmuts. Coordinates of the area: Lat: 33°48'22.9"S and Long: 18°51'19.4"E. No late comers will be allowed.**

*The tender document is available free of charge on our website at [www.stellenbosch.gov.za](http://www.stellenbosch.gov.za), from Monday 29 February 2016, however a non-refundable deposit of R150.00 per document is payable to the Stellenbosch Municipality if collecting a hard copy, during office hours, from The Supply Chain Management Unit, Stellenbosch Municipality, 1<sup>st</sup> Floor, Room no.121,17 Plein Street, Stellenbosch.*

Technical queries relating to this bid may be addressed to Ms Charlotte Cronje at 021 808 8216 or 0724482992 or [Charlotte.Cronje@stellenbosch.gov.za](mailto:Charlotte.Cronje@stellenbosch.gov.za). Queries relating to these documents may be addressed to Ms Jeanette Williams at 021 808 8524.

Sealed envelopes endorsed with the corresponding description, " **Bid B/SM 92/16 Fencing Klapmuts** " together with the name of the tenderer must be placed in the Municipality's Tender Box in Plein Street located between the Town Hall and the Library building in Stellenbosch, no later than **12:00 on the 22 March 2016**. The tender box is accessible 24 hours a day.

The bid box is accessible 24 hours a day and bids must be accompanied by the complete set of documents. Bids not accompanied by the complete bid document, will not be considered. Late, electronic format or faxed bids will not be considered and the Municipality does not bind itself to accept the lowest, part of or any bid.

Functionality will be evaluated as an eligibility criterion. The eligibility criteria relate to the bidder's ability to provide a quality service to the Municipality. The bidder's experience and other criteria will be evaluated. Bidders scoring less than the minimum of 70% will not meet the eligibility criteria and will therefore not be considered for further evaluation.

Bids attaining a score more or equal to the minimum will be evaluated in accordance with the Supply Chain Management Policy of the Stellenbosch Municipality and the Preferential Procurement Policy Framework Act and the Preferential Procurement regulations, 2011. The 90/100 points system will be applicable.

<b>PRICE</b>	<b>90</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>10</b>
<b>TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED</b>	<b>100</b>

Acting Municipal Manager  
Stellenbosch Municipality



## SUPPLY CHAIN MANAGEMENT

Ref: 6/1/1

Administrative enquiries: NJ Williams Tel: 021-808 8524 Fax: 021 8088688 e-mail: [Jeanette.Williams@stellingbosch.gov.za](mailto:Jeanette.Williams@stellingbosch.gov.za)

Specification /Technical Information: Charlotte Cronje Tel (021) 808-8216 e-mail : [Charlotte.Cronje@stellenbosch.gov.za](mailto:Charlotte.Cronje@stellenbosch.gov.za)

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE STELLENBOSCH MUNICIPALITY**

BID NUMBER: **B/SM 92/16** CLOSING DATE: **22 March 2016** CLOSING TIME: **12H00**  
VALIDITY: 120 DAYS

**DESCRIPTION: B/SM 92/16**

### SUPPLY AND INSTALLATION OF FENCING AT KLAPMUTS TRANSFER STATION

**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

**TOWN HALL, PLEIN STREET, STELLENBOSCH**

The bid box is accessible 24 hours a day, 7 days a week.

**OR**

**AT THE SUPPLY CHAIN MANAGEMENT UNIT, ROOM 121, PLEIN STREET, STELLENBOSCH IF THE BID DOCUMENTS IS TOO BULKY TO BE DEPOSITED THROUGH THE SLOT OPENING OF THE BID BOX.**

**Bidders must ensure that bids are delivered timeously to the correct address. Late bids will not be accepted for consideration.**

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS.

THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

COUNCIL DOES NOT BIND ITSELF TO ACCEPT THE HIGHEST POINT SCORER, PART OF OR ANY BID.

**THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:**

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. PPPFA & associated regulations

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED  
(FAILURE TO DO SO WILL RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER .....  
POSTAL ADDRESS .....  
STREET ADDRESS .....  
TELEPHONE NUMBER CODE.....NUMBER.....  
CELLPHONE NUMBER .....  
FACSIMILE NUMBER CODE.....NUMBER.....  
VAT REGISTRATION NUMBER .....

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (MBD 2) YES/NO

HAS YOUR MUNICIPAL ACCOUNT BEEN SUBMITTED OR LEASE AGREEMENT YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFIED CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY (Tick applicable box)

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ( )

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ( )

ACCREDITATION SYSTEM (SANAS) ( )

A REGISTERED AUDITOR ( )

(A BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE CERTIFIED AND SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

**HEALTH AND SAFETY**

I hereby exempt Stellenbosch Municipality against any claim(s) for damages that may arise in the execution of these formal quotation/tender/quotations in accordance with the Occupational Health and Safety (OHS) Act and its associated regulations.

SIGNATURE OF BIDDER .....

DATE .....

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

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**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

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## General Conditions of Contract

### 1. Definitions

1. The following terms must 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 in must 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 goods 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. 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.
- 1.13 "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.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still must 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 goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.



- 1.24 “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.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “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.
- 1.28 “Written” or “in writing” means hand-written 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 (excluding professional services related to the building and construction industry), 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 goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions must apply.

**3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser must 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 must conform to the standards mentioned in the bidding documents and specifications.

**5. Use of contract documents and information inspection**

- 5.1 The supplier must 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 must be made in confidence and must extend only as far as may be necessary for purposes of such performance.

- 5.2 The supplier must 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 must remain the property of the purchaser and must be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier must 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 must 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 must furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security must 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 must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
  - (a) a 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
  - (b) 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**  
be

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods must be produced or services must be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 8.3 If there is 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 must be carried out, the purchaser must 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 must be in accordance with the contract requirements, the cost of the inspections, tests and analyses must 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 must be defrayed by the supplier.
- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods must be held at the cost and risk of the supplier, who must, 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 must 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 must 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 must 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 must 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

weights must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and Documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, must be made by the supplier in accordance with the terms specified in the contract.

**11. Insurance**

11.1 The goods supplied under the contract must 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**

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

**13. Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) 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 must not relieve the supplier of any warranty obligations under this contract; and
- (e) 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, must be agreed upon in advance by the parties and must 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:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and;

- (b) in the event of termination of production of the spare parts:
  - (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) 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 must have no defect, arising from design, materials, or workmanship (except when the design and/or material are 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 must 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.
- 15.3 The purchaser must promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier must, within the period specified 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 must be made to the supplier under this contract must be specified.
- 16.2 The supplier must 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 must be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated

- 17. Prices**            17.1    Prices charged by the supplier for goods delivered and services performed under the contract must 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**        18.1    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**            19.1    The supplier must not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**        20.1    The supplier must notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, must 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 must 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 must 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 must 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 must 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 goods 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 must 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser must, without cancelling the contract, be entitled to purchase goods 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**

22.1 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 must, 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:  
(a) 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;  
(b) if the supplier fails to perform any other obligation(s) under the contract; or  
(c) 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 must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser 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:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) 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. Antidumping and countervailing duties and rights**

- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference must on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 must 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 must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 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 must make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser must pay the supplier any monies due the supplier 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 willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier must 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 must not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.
- 29. Governing Language**
- 29.1 The contract must be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties must also be written in English.
- 30. Applicable Law**
- 30.1 The contract must be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
- 31.1 Every written acceptance of a bid must be posted to the supplier concerned by registered or certified mail and any other notice to him must 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 must be deemed must 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, must be reckoned from the date of posting of such notice.
- 32. Taxes and Duties**
- 32.1 A foreign supplier must 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 must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract must 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 must be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of Contracts**
- 33.1 The contractor must not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

**34. Amendment of contracts**

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof must 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 must be in writing, must also be in writing.

**35. Prohibition of Restrictive practices**

In terms of section 4 (1) (b) (iii) of the Competition Act No. 89

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 contractors(s) concerned.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

# SPECIFICATIONS

## THE SUPPLY AND INSTALLATION OF FENCING AT THE KLAPMUTS TRANSFER STATION

### 1 Description of the Works

#### 1.1 Employers objective

- 1.1.1 The Employer's objectives consist out of two phases, namely Phase 1: The supply and installation of approximately 400 meters of steel fencing for the Klapmuts Transfer Station; and Phase 2: the maintenance and repair of the new steel fencing on an ad-hoc basis over a 24 month period as instructed from time to time.
- 1.1.2 The description of the project contained in the Scope of Work is merely an outline of the contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Descriptions of some of the major items are given in this section for each type of work to be carried out in accordance with the Contract Documents is included in the Bill of Quantities.

#### 1.2 Overview of the Works

- 1.2.1 This tender covers the various tasks and items needed to meet the objectives.

Work items under this tender shall include any one or more of the following:

- i. Establishment on site
- ii. Earthworks
- iii. Demolishing works
- iv. Installation of various fencing and gates
- v. Clearing of the site

#### 1.3 Occupation of the site

- 1.3.1 Access to the site of the works will be given to the Contractor on the Commencement Date as stipulated in the Contract, provided that the Purchase Order was received by the Contractor.
- 1.3.2 Where the site of the works is on public roads, which will remain in use during the course of the work, every effort shall be made by the Contractor to minimise the disruption to existing pedestrian and traffic flows during construction. No road may be closed without the express permission of the Employer and traffic shall be accommodated as specified or shown on the drawings.
- 1.3.3 Where existing roads are used, they shall be protected from damage by extraordinary traffic. The Contractor shall immediately repair any damage arising out of his acts of omissions by him to fences, gateways, drains or to any other structure during the execution of the Contract and shall leave everything in the same state as found by him.
- 1.3.4 The Contractor shall as far as possible confine his operations to within the limits of the site or land provided by the Employer, but if this is inadequate for this purpose, he shall make all arrangements for any further land he may require and shall pay all costs and charges in this connection.
- 1.3.5 The Contractor shall afford all reasonable pedestrian and/or vehicular access to all owners and occupiers of properties abutting the works to the satisfaction of the Employer. Workmen employed by the Contractor will not be permitted on private property abutting the works during its progress unless such presence is required to successfully complete the work and permission from the owner/occupier has been granted.

#### **1.4 Boundaries of the site**

- 1.4.1 The site of works shall consist of all the separate areas associated with the work to be constructed under the Contract. Including the construction camp, any storage area on the site which the Contractor may require in addition to the area required for construction of the works.

#### **1.5 Other Simultaneous Contracts**

- 1.5.1 During the construction period, other contracts may be awarded for other works. The Contractors attention is drawn to the General Conditions of Contract that all reasonable access must be given to the other contractors. The civil contractor must co-ordinate the program with the other contractors to accommodate the overlap of construction activities. No additional payment will be made for the above arrangements.

#### **1.6 Extent of the works**

- 1.6.1 The work is to be carried out under the contract as provided for in the Bill of Quantities as per Phase 1 and Phase 2. However, if during the course of construction conditions are found to differ from those anticipated, the Employer reserves the right to modify the scope of work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be measured and paid for at the rates tendered for appropriate items listed elsewhere in the Bill of Quantities or in the absence of such, as extra work.

#### **1.7 Construction time Period**

- 1.7.1 The Contractor will be required to develop and maintain for the full duration of the contract, a works programme whose purpose will be to ensure that the work is carried out and controlled in such a way that the construction is completed within the time stated in Phase 1 and Phase 2.
- 1.7.2 The time for achieving practical completion is 2 (two) weeks for Phase 1.

#### **1.8 Site Facilities Available**

##### **1.8.1 Location of Camp Site**

The Contractor shall establish his camp at a location approved by the Employer. The Contractor shall make his own arrangements concerning the provision of water, electricity and other services for his own office should it be necessary.

##### **1.8.2 Source of water supply**

The Contractor shall make his own arrangements for obtaining potable water for construction and domestic purposes. The reticulation in the existing infrastructure adjacent to the site is the nearest available source of water. The Contractor shall pay for the water at the rates and tariffs determined by the Stellenbosch Municipality, including the cost of supplying a temporary standpipe as required.

##### **1.8.3 Source of power supply**

The Contractor shall make his own arrangements for obtaining power from Stellenbosch Municipality. If the Contractor chooses not to arrange a temporary electricity supply to the site he will have to provide alternative facilities to supply electricity for whatever purposes.

##### **1.8.4 Sewerage connection**

The Contractor shall provide a sufficient number of toilets for his staff. Portable toilets will be acceptable.

##### **1.8.5 Site facilities required**

No specific facilities are required on site for the Employer or his representative.

## **1.9 Features requiring special attention**

### **1.9.1 Existing services**

1.9.1.1 Prior to commencing work, the Contractor shall confer with all Authorities and Departments concerned and obtain the necessary way leaves for both overhead and underground services affected by the Works and shall satisfy himself that he has obtained all the relevant information required to complete the Contract. The Contractor shall carry out the works with the minimum interference to existing services. He shall co-operate with all Authorities and Departments concerned and shall be solely responsible for carrying out the following operations and checks:

- i) He shall inform all Authorities and Departments in good time before the correct stage of the construction is reached for the laying and/or relaying of any particular services.
- ii) He shall set out the lines and levels of kerbs, pipes, culverts and any other necessary features of the Contract in order that Authorities and Departments are able to lay and/or relay services correctly.

1.9.1.2 It shall be clearly understood that obtaining the necessary way leaves and any extra work, such as the removal of any portion of the Works already executed either by the Contractor or by the Authority or Department and its subsequent re-execution, which is caused by the Contractor's failure to observe and carry out his responsibilities as specified, will be at his own cost.

1.9.1.3 If the Contractor considers that the progress of the works is being retarded by the failure of any Authority or Department to lay, remove or divert pipes, ducts, services, cables or poles within a reasonable time, he shall immediately notify the Employer in writing, stating clearly the number of days and delays claimed. The Employer will then decide whether such a claim is justifiable, and in the event of the claim being accepted, he will hand to the Contractor a certificate clearly stating the number of days of delays sanctioned.

1.9.1.4 The cost of repairing any damage or services, due to miscalculations or negligence on the part of the Contractor or his failure to carry out duties set out in this Clause, shall be borne by the Contractor.

## **1.10 Maintenance, protection and relocation of existing services**

1.10.1 During the course of the works, all existing services including traffic signals, water mains, sewers, and storm water reticulation, electricity transmission and telephone lines, cables, poles and conduits whether in service or not shall be protected, supported and maintained to the satisfaction of the service authority or department concerned and the Employer. The Contractor shall bear all costs in this regard.

## **1.11 Security**

1.11.1 The Contractor shall take every precaution to ensure safety and to protect the Works from theft and vandalism. The Contractor shall be responsible for the safety and security of his personnel, materials on site and the Works in general at all times. The Contractor shall therefore acquaint himself with the current situation in the area with regards to safety and security (liaising with the local police as necessary) and shall provide with all security measures, including the employment of accredited security services, as deemed necessary to comply with the requirements under this clause.

1.11.2 Any cost incurred to conform to this specification will be deemed to be part of the contractor's risk as part of the General Conditions of Contract and will not be considered as an accepted risk.

1.11.3 No additional payments will be made in this regard.

## **2 Construction**

### **2.1 Applicable Standards and Specifications**

2.1.1 Although not bound in nor issued with this documents, the following standardised specifications from SANS Standardised Specification for Civil Engineering Construction shall form part of the contract document and, notwithstanding the provisions of Subclause 2.2 of SANS 1200 A, the latest editions specified below shall apply:

2.1.2 The provisions of these SANS 1200 take precedent over the provision of any part of SANS 2001 that is applicable in the contract. The variations and additions to these specifications are described in the section “Applicable SANS 1200 standardised specifications.”

2.1.3 Although not bound in nor issued with this document the following standardised specifications shall form part of the contract document and shall apply:

SANS 1200 A 1986	General
SANS 1200 C 1980 (as amended 1982)	Site Clearance
SANS 1200 C 1988 (as amended 1990)	Earthworks
SABS 135	ISO Metric Black Bolts, Screws and Nuts (hexagon and square)
SABS 763	Hot-dip (galvanised) Zinc coatings
SABS 471	Portland Cement (Ordinary, rapid hardening and sulphate resisting)
SABS 626	Portland Blast Furnace Cement
SABS 831	Portland Cement 15 and Rapid-hardening Portland Cement 15
SABS 1083	Aggregate from Natural Sources
SABS 920	Steel bars for Concrete Reinforcement
SABS Code of Practice 0100	The Structural use of Concrete Part 2
SABS Method 863	Compressive strength of Concrete
BS 4482	Hard Drawn Mild Steel Reinforcing Wire 480 Mpa
BS 5896 S	Specification for high tensile steel wire strand for the Pre-stressing of concrete

## 2.2 Specifications

### 2.2.1 STEEL MESH FENCING

#### 2.2.1.1 Posts

Angle 100 x 75 x 8 x 3600mm long.

Set posts vertically into ground at 3000mm centres.

Longer posts will be required where fence steps >200mm.

#### 2.2.1.2 Foundations

Cast 400 x 400 x 900 deep 15 Mpa/19 stone at each post.

Ground conditions may require additional concrete.

#### 2.2.1.3 Lateral support

Lateral support shall comprise of two angle 40 x 40 x 3 horizontal rails straddling between fence posts – top and bottom.

#### 2.2.1.4 Panels

Heavy high security mesh panels shall have double line vertical wires to assist with the delay factor, fabricated from high tensile steel with a weld strength of 60% and a tensile strength of 500N/mm<sup>2</sup>.

Horizontal and vertical wires shall have a core diameter of 3.96mm with a tolerance of ± 0.07mm.

The mesh configuration shall be one layer of horizontal wires spaced at 12.7mm centres sandwiched between two layers of vertical wires spaced at 76.2mm centres. The vertical wires shall be vertically aligned i.e. front with back.

Apertures shall be 76.2 mm W x 12.7 mm H c/c of wires.

Panel finish size tolerances: width ± 2.0mm and height ± 6.0mm.

Mesh panels are manufactured with Zinca wire (Galfan).

#### 2.2.1.5 Vandal resistant fixing

To Posts: Clamp fixed with Flat 70 x 6 cover strips, using M8 anti-vandal cupsquare bolts, shear-off nuts & flat washers.

To Rails: Bolted using M8 anti-vandal cupsquare bolts, shear-off nuts and fender washers.

Fixing screws etc: 316 Stainless Steel.

#### 2.2.1.6 Anti-climb protection

A sawtooth serrated spike 60 x 2.5 thk. shall be welded to the top lateral support rail to deter climbing.

#### 2.2.1.7 Additional anti-climb security

The fence posts shall be extended vertically to support Flatwrap Ripper Razor barbed tape bind fixed to three straining wires.

#### 2.2.1.8 Anti-burrow protection

A 450 deep singleskin flat panel made from 3.00 thk. Zincalu wire mesh shall be suspended below the fence line and buried in the ground to deter under dig under intrusion.

#### 2.2.1.9 Corrosion protection

Mesh panels: Zincalu

Posts/structure/rails/spikes: HD Galvanised

Barbed Ripper Razor Wire: HD Galvanised

### 2.2.2 Measurement and payment

#### 2.2.2.1 Installation of fencing units complete to specification **Unit: m**

The rates submitted are to be fully inclusive of all labour, material, equipment and travelling cost for the complete installation of the product as specified. Rates are to include for all related work to the product inclusive of all excavations, backfilling, levelling of the terrain on completion, concrete works, curing, keeping safe, and installation of all structural/fastening elements to specification as well as the clearing of the site on completion.

#### 2.2.2.2 Installation of post extensions complete to specification **Unit: m**

The rates submitted are to be fully inclusive of all labour, material, equipment and travelling cost for the complete installation of the product as specified. Rates are to include for all related work to the product inclusive of all excavations, backfilling, levelling of the terrain on completion, concrete works, curing, keeping safe, and installation of all structural/fastening elements to specification as well as the clearing of the site on completion. Rates are to include for all additional work associated with the item as scheduled inclusive of longer posts and the requirements of Flatwrap or Concertina wire.

#### 2.2.2.3 Installation of gate units complete to specification **Unit: No**

The rates submitted are to be fully inclusive of all labour, material, equipment and travelling cost for the complete installation of the product as specified. Rates are to include for all related work to the product inclusive of all excavations, backfilling, levelling of the terrain on completion, concrete works, curing, keeping safe, and installation of all structural/fastening elements to specification as well as the clearing of the site on completion.

## 3 Management

### 3.1 Extension of Time Arising from Abnormal Climatic Conditions

3.1.1 The Contractor shall make allowance for the average rainfall and windy conditions that may exist during the contract period. All necessary steps should be taken to proceed with the Works despite inclement weather. The Contractor shall, however, record any rainy and windy periods, which adversely affect the Contract.

3.1.2 Delays on working days only (based on a five-day working week) will be taken into account for the extension of time, but the Contractor shall make provision in his programme of work for an expected delay of "n" working days caused by normal inclement weather, for which he will not receive any extension of time. The value of "n" for this contract shall be based on the loss of 32 working days per annum due to inclement weather.



- 3.1.3 Extension of time during working days will be granted to the degree to which actual delays, as defined above, exceed the number of “n” working days as mentioned above.
- 3.1.4 When considering extension of time for abnormal climatic conditions, the effect of the loss of 32 working days per annum due to normal inclement weather shall be taken cumulatively over the whole contract period.
- 3.1.5 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 exceptionally inclement weather he shall do so in writing and with the following details:
- (i) The times work was stopped and recommenced
  - (ii) A motivation for reasons construction could not continue with reference to the agreed construction programme activities
  - (iii) The circumstances surrounding any instruction by a third party to stop work due to inclement weather (i.e. Industrial Council/Safety Officers etc.)
- 3.1.6 The Contractor shall submit to the Employer claims of all time lost due to inclement weather within 1 working day of the claim day, duly certified by the Employers Representative. 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.
- 3.1.7 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 activities and affects weather sensitive work.

## **3.2 Notices, signs, barricades and advertisements**

- 3.2.1 The Contractor shall erect the necessary signs, notices and barricades for the duration of the contract in order to safeguard both the works and the public.
- 3.2.2 The Contractor may use any signs and barricades as well as advertisements only upon arrival and the Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in their tendered rates. Such notices, signs and barricades shall be provided and erected at the Contractor’s own expense.
- 3.2.3 The Employer reserves the right to have any sign, notice or advertisement moved to another position or to have it removed from the site of Works should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

## **3.3 Transport of Materials**

- 3.3.1 All costs of transporting material, including overhaul, shall be included in the applicable tendered rates. All references in the specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these particular specifications.

## **3.4 Normal working hours**

- 3.4.1 Normal working hours shall be between 07:00 and 17:00 on weekdays from Mondays to Fridays and between 07:00 to 13:00 on Saturdays, should the Contractor choose to work on Saturdays, excluding Public Holidays. This, however, will be subject to any limitations of access to the specific works.

### **3.5 Interference with Municipal Staff and Operations**

3.5.1 The Contractor shall ensure that none of his staff interfere in any way with any Municipal staff member or any of their functions. Any member of the Contractor's 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.

### **3.6 Cost of test specimens and tests**

3.6.1 It is deemed that the contractor has made provision in this Tender for all such services and tests that are required of them. It is the duty of the Contractor to, at their own cost and by means of the necessary tests, prove to the Employer that the Works and compaction where prescribed, comply with the specification.

### **3.7 Defects liability period**

3.7.1 The defects liability period is 12 months.

## **4 Tenderer's obligations**

### **4.1 Only tenderers who satisfy the following criteria are eligible to submit tenders:**

#### **4.1.1 Stellenbosch Municipality' Vendor Database Registration**

4.1.1.1 Only those tenderers who are registered on the Stellenbosch Municipality's Vendor Database as a service provider prior to the evaluation of submissions are eligible to have their tender evaluated (the evaluation of tenders shall be deemed to take place when the Employer's Bid Evaluation Committee meet in order to make a recommendation to the Bid Adjudication Committee). The Employer will only enter into a formal contract with a tenderer who is registered on the Stellenbosch Municipality's Vendor Database. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

4.1.1.2 Tenderers who wish to register on the Stellenbosch Municipality's Vendor Database may collect registration forms from the Supply Chain Management Unit, 1st Floor, Room 121, Plein Street, Stellenbosch.

#### **4.1.2 CIDB Registration**

4.1.2.1 Only those tenderers who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a SQ class of construction work, are eligible to have their tenders evaluated.

4.1.2.2 Joint Ventures are eligible to submit tenders provided that:

- i. Every member of the joint venture is registered with the CIDB;
- ii. The lead partner has a contractor grading designation in the SQ class of construction work;
- iii. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a SW class of construction work or a value determined in accordance with Regulation 25 (1B) or 25 (7A) if the Construction Industry Development Regulations.

4.1.3 Notwithstanding the above, tenderers who are capable of being so registered prior to the evaluation of submissions may be evaluated at the sole discretion of the Employer (the evaluation of tenders shall be deemed to take place when the Employer's Bid Evaluation Committee meets to make a recommendation to the Bid Adjudication Committee).

### **Does your offer comply with specifications?**

YES / NO please encircle

**RIGHTS OF THE MUNICIPALITY**

The Municipality reserves the right to accept any quote or part thereof and may adjust the extent of the job.

The approved bidder must sign an indemnity form to accept the responsibility for any damages, loss of life, injuries or loss caused by his/their action to any municipal property, equipment or accessories. All insurances to cover the above mentioned, are for the contractors account. Successful contractors will indemnify the municipality against any claim that may arise from their operations

**Disclaimer:** I hereby exempt Stellenbosch Municipality against any claim(s) for damages that may arise in the execution of this formal quotation/tender/quotations in accordance with the Occupational Health and Safety (OHS) Act and its associated regulations.

**Signed:** .....

**Date:** .....

## FUNCTIONALITY SCORING

### FUNCTIONALITY/QUALITY CRITERIA

#### THE SUPPLY AND INSTALLATION OF FENCING AT THE KLAPMUTS TRANSFER STATION

Multiple evaluators will score the bids. The average score from all evaluators will be calculated to obtain the final score for functionality/quality. Applicants who do not meet or better the minimum qualifying score of 70 for Functionality will not be considered.

**PLEASE NOTE:** All applications MUST include contactable referees for each listed project. Failure to do so will result in the applicant automatically scoring the minimum for that schedule.

The following criteria will be used to score the tenderers:

FUNCTIONALITY/QUALITY CRITERIA	POINTS
<b>1. Schedule of work experience</b>	<b>Out of 30</b>
Completed similar contracts to the value of R500 000 or more <b>with contactable references:</b>	
• > 6 contracts	<b>30</b>
• 3 – 5 contracts	<b>15</b>
• 1 – 2 contracts	<b>10</b>
• 0 contracts	<b>0</b>
<b>2. Details of contracts manager, site agents and general foreman's experience</b>	<b>Out of 40</b>
<b>2.1 Contracts Manager</b>	<b>Out of 10</b>
Completed similar contracts in excess of R500 000 or more <b>with contactable references:</b>	
• > 5 contracts	<b>10</b>
• 2 – 4 contracts	<b>6</b>
• < 2 contracts	<b>2</b>
<b>2.2 Site Agent</b>	<b>Out of 10</b>
Completed similar contracts in excess of R500 000 or more <b>with contactable references:</b>	
• > 5 contracts	<b>10</b>
• 2 – 4 contracts	<b>6</b>
• < 2 contracts	<b>2</b>
<b>2.3 General Foreman</b>	<b>Out of 20</b>
Completed similar contracts in excess of R250 000 or more <b>with contactable references:</b>	

<ul style="list-style-type: none"> <li>• &gt; 8 contracts</li> </ul>	<b>20</b>
<ul style="list-style-type: none"> <li>• 5 – 7 contracts</li> </ul>	<b>14</b>
<ul style="list-style-type: none"> <li>• 3 – 4 contracts</li> </ul>	<b>10</b>
<ul style="list-style-type: none"> <li>• &lt; 3 contracts</li> </ul>	<b>2</b>
<b>3. Schedule of construction equipment - not scored</b>	<b>Out of 0</b>
Bidders must provide an extensive list of equipment and the condition of the equipment as per schedule.	<b>0</b>
<b>4. Approach paper</b>	<b>Out of 20</b>
<ul style="list-style-type: none"> <li>• The important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs.</li> </ul>	<b>20</b>
<ul style="list-style-type: none"> <li>• The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics of the project.</li> </ul>	<b>15</b>
<ul style="list-style-type: none"> <li>• The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which risk is to be managed etc. is too generic.</li> </ul>	<b>7</b>
<ul style="list-style-type: none"> <li>• The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project.</li> </ul>	<b>2</b>
<b>5. Preliminary programme</b>	<b>Out of 10</b>
<ul style="list-style-type: none"> <li>• Submission of complete, realistic Gantt Chart detailing programme plan</li> </ul>	<b>10</b>
<ul style="list-style-type: none"> <li>• Submission of partly completed Gantt Chart detailing programme plan</li> </ul>	<b>5</b>
<ul style="list-style-type: none"> <li>• No submission of programme plan</li> </ul>	<b>0</b>
<b>6. Schedule of subcontractors/suppliers – this cannot be scored</b>	<b>0</b>
<b>TOTAL</b>	<b>100</b>

**SCHEDULE 1: SCHEDULE OF WORK EXPERIENCE**

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

EMPLOYER (NAME, TEL NO, E-MAIL)	CONSULTING ENGINEER (NAME, TEL NO, E-MAIL)	NATURE OF WORK	VALUE OF WORK R(m)	COMPLETION DATE
<b>COMPLETED CONTRACTS</b>				
<b>CURRENT CONTRACTS</b>				

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

**SIGNED ON BEHALF OF THE TENDERER:**

.....

**SCHEDULE 2: DETAILS OF CONTRACTS MANAGER, SITE AGENTS AND GENERAL FOREMAN'S EXPERIENCE**

The CV's of the relevant personnel must be attached to this Schedule

Tenderers shall set out in the Schedule hereunder details of the Site Agent and General Foreman's experience in work of a similar nature to that for which their Tender is submitted.

Failure to complete this Schedule may result in the Tender not being considered.

CONTRACTS MANAGER	NAME:.....QUALIFICATION.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SITE AGENT	NAME:.....NQF LEVEL.....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

GENERAL FOREMAN	NAME:.....NQF LEVEL .....			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

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

**SIGNED ON BEHALF OF THE TENDERER:**

.....

**SCHEDULE 3: SCHEDULE OF CONSTRUCTION EQUIPMENT**

The tenderer shall state below what construction equipment will be available for this Contract. The tenderer shall differentiate, if applicable, between construction equipment immediately available and construction equipment which will become available by virtue of outstanding orders, and indicate what further construction equipment will be acquired or hired for the work should he be awarded the contract.

**CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE**

DESCRIPTION, SIZE, CAPACITY	NUMBER



**CONSTRUCTION EQUIPMENT ON ORDER**

(state details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

**CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED**

(state details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

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

**SIGNED ON BEHALF OF THE TENDERER:**

.....

**SCHEDULE 4: APPROACH PAPER**

The approach paper must respond to the proposed scope of work/project design and outline the proposed methodology and work. The approach paper should explain what the tenderer is offering to provide for the price tendered in the pricing data.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer’s stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them.

The technical approach and methodology portion of the approach paper, read in conjunction with the preliminary programme (Schedule 5), should form the basis of the scope of work incorporated in the contract with the successful tenderer. Accordingly, this portion of the approach paper should clearly articulate the project deliverables.

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

**SIGNED ON BEHALF OF THE TENDERER:**

.....

**SCHEDULE 5: PRELIMINARY PROGRAMME**

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

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

**Details of the preliminary programme shall be appended to this Schedule:**

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

**SIGNED ON BEHALF OF THE TENDERER:**

.....

**SCHEDULE 6: SCHEDULE OF SUB-CONTRACTORS / SUPPLIERS**

We notify you that it is our intention to employ the following sub-contractors for work in this contract (excluding work covered by provisional sums and contingencies).

Acceptance of this tender shall not be construed as approval of all or any of the listed sub-contractors. Should any of the sub-contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate the contract, and the tendered unit rates for the various items making up the work activities shall remain final and binding.

<b>SUB-CONTRACTORS</b>		
Name of Sub-Contractor	Work activities to be undertaken by the sub-contractor	Estimated value of work (Rand)

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

**SIGNED ON BEHALF OF THE TENDERER:**

.....

## 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 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 7 If bidder is registered on Stellenbosch Municipality supplier's database; that contains an original tax clearance certificate which is valid on closing date of bid, it **must** be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page won't be needed.



**PRICING SCHEDULE – FIRM PRICES  
 (PROFFESIONAL PURCHASES)**

**Non Compliance to specifications and conditions will invalidate your offer.**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

Name of Bidder.....	BSM Number:.....	<b>B/SM: 92/16</b>
Closing Time: ..... <b>12h00</b>	Closing Date .....	<b>22 March 2016</b>

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF OFFER

**Please Note:.**

*The Stellenbosch Municipality reserve the right to downward or upward adjust the scope of work.*

THE SUPPLY AND INSTALLATION OF FENCING AT THE KLAPMUTS TRANSFER STATION

**Schedule of Rates**

**Contents**

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	SECTION C: MAINTENANCE AND REPAIRS TO FENCING
SUMMARY	
DECLARATION	

**PHASE 1: THE SUPPLY AND INSTALLATION OF FENCING AT THE KLAPMUTS TRANSFER STATION**

**SECTION A: PRELIMINARY AND GENERAL:**

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	QTY	UNIT	RATE (R)	AMOUNT (R)
A1	SANS 1200A	<b>Fixed charge and value related items</b>				
A1.1	8.4.1	Contractual Requirements	1	SUM		
A1.2	8.3.2.2	Facilities for Contractor:  Offices, storage sheds, ablution and latrine facilities, tools, equipment, water supplies, access, electrical power, communication facilities, dealing with water or any other fixed charge obligations.	1	SUM		
A2		<b>Time related items</b>				
A2.1	8.4.1	Contractual Requirements	1	SUM		
A2.2	8.4.2.2	Operation and maintenance of facilities on site for the Contractor:  Offices, storage sheds, ablution and latrine facilities tools, equipment, water supplies, access, electrical power, communication facilities, dealing with water, supervision, company overheads, provision for environmental aspects and impacts, obligations in respect of Health and Safety, training requirements or any other time related obligations.	1	SUM		
A3		<b>Community Liaison Officer (CLO)</b>				
A3.1		a) Provision for remuneration of a CLO if required	50	Day		
A3.2		b) Contractor's charge to allow for handling costs and profit in respect of item A3.1		%		

A4		<b>Material</b>			
A4.1	SANS 1200 A 8.6	a) Actual cost of material not already specified in the tender by the Employer	1	SUM	
A4.2	SANS 1200 A 8.6	b) Contractor's charge to allow for handling costs and profit in respect of item A4.1		%	
A5		<b>Survey and Setting out</b>			
A5.1	SANS 1200 A 8.6	a) Cost of survey and setting out by surveyor	1	SUM	
A5.2	SANS 1200 A 8.6	b) Contractor's charge to allow for handling costs and profit in respect of item A6.1		%	
A6		<b>Employer's Health and Safety Agent</b>			
A6.1	SANS 1200 A 8.6	a) Employer Health and Safety Agent	1	SUM	
A6.2	SANS 1200 A 8.6	b) Contractor's charge to allow for handling costs and profit in respect of item A7.1		%	
			<b>TOTAL CARRIED FORWARD</b>		

**PHASE 1: THE SUPPLY AND INSTALLATION OF FENCING AT THE KLAPMUTS TRANSFER STATION**

**SECTION B: SITE CLEARANCE, EARTHWORKS AND TRAFFIC ACCOMMODATION**

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	QTY	UNIT	RATE (R)	AMOUNT (R)
B1	SANS 1200C	<b>Site clearance</b>				
	SDC 8.2.1	Clear and Strip Site for the following:				
B1.1		Fence line	<b>± 3000</b>	m <sup>3</sup>		
B2		<b>Remove and grub large trees and tree stumps of girth:</b>				
B2.1	8.4.1	a) Over 1 m	<b>± 2</b>	No		
B3	SD C 8.2.6	<b>Clear hedge or fence or both where not scheduled separately for:</b>				
B3.1		Steel mesh fencing	<b>± 400</b>	m		
B4	SDC 8.2.11	<b>Remove from site and dispose of rubble by:</b>				
B4.1		Hand	<b>± 5</b>	m <sup>3</sup>		
B4.2		Mechanical means	<b>± 100</b>	m <sup>3</sup>		
B5	SANS 1200D	<b>Earthworks</b>				
B5.1	8.3.2	Bulk excavation must be allowed for under the individual rates as tendered for various fencing types:				
		Extra over item B5.1 for:				
B5.2	8.3.2 b	Hard rock excavation	<b>± 30</b>	m <sup>3</sup>		
<b>TOTAL CARRIED FORWARD</b>						



**Note 1: The quantities mentioned are only estimates and the tender will be awarded on the RATES provided, not on the total price.**

**Note 2: Stellenbosch Municipality reserve the right to downward adjust the scope of work/ quantity required to stay within its budgetary constraints.**

**PHASE 1: THE SUPPLY AND INSTALLATION OF FENCING AT THE KLAPMUTS TRANSFER STATION**

**SECTION C: INSTALLATION OF FENCING AND GATES**

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	QTY	UNIT	RATE (R)	AMOUNT (R)
C1		<b>Supply and install complete steel mesh fencing to specification including all installation, required material, excavations, concrete, razor wire, pole extentions etc.,</b>				
C1.1	PQ7.1	358 Dublo Betafence or similar approved as per specification of this tender document	± 400	m		
C2		<b>Type 358 Dublo Double Swing Gate for the following dimensions:</b>				
C2.1	PQ7.2	± 3.0m Wide and 2.43m High	2	No		
<b>TOTAL CARRIED FORWARD</b>						

**PHASE 2: THE SUPPLY AND INSTALLATION OF FENCING AT THE AT THE KLAPMUTS TRANSFER STATION**

**SECTION A: PRELIMINARY AND GENERAL:**

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	QTY	UNIT	RATE (R)	AMOUNT (R)
A1	SANS 1200A	<b>Fixed charge and value related items (24 months)</b>				
A1.1	8.4.1	Contractual Requirements	1	SUM		
A1.2	8.3.2.2	Facilities for Contractor:  Offices, storage sheds, ablution and latrine facilities, tools, equipment, water supplies, access, electrical power, communication facilities, dealing with water or any other fixed charge obligations.	1	SUM		

A2		<b>Time related items (24 months)</b>				
A2.1	8.4.1	Contractual Requirements	1	SUM		
A2.2	8.4.2.2	Operation and maintenance of facilities on site for the Contractor:  Offices, storage sheds, ablution and latrine facilities tools, equipment, water supplies, access, electrical power, communication facilities, dealing with water, supervision, company overheads, provision for environmental aspects and impacts, obligations in respect of Health and Safety, training requirements or any other time related obligations.	1	SUM		
A3		<b>Material</b>				
A3.1	SANS 1200 A 8.5	a) Actual cost of material not already specified in the tender by the Employer	1	SUM		
A3.2	SANS 1200 A 8.6	b) Contractor's charge to allow for handling costs and profit in respect of item A4.1		%		
					<b>TOTAL CARRIED FORWARD</b>	

**PHASE 2: THE SUPPLY AND INSTALLATION OF FENCING AT THE KLAPMUTS TRANSFER STATION**

**SECTION B: SITE CLEARANCE, EARTHWORKS AND TRAFFIC ACCOMMODATION**

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	QTY	UNIT	RATE (R)	AMOUNT (R)
B1	SANS 1200C	<b>Site clearance</b>				
	SD C 8.2.1	Clear and Strip Site for the following:				
B1.1		Medium dense	± 200	m <sup>3</sup>		
B2	SD C 8.2.6	<b>Clear hedge or fence or both where not scheduled separately for:</b>				
B2.1		358 Dublo Betafence or similar approved as per specification of this tender document	± 115	m		
B3		<b>Removal of damaged fencing and dispose:</b>				
B3.1		358 Dublo Betafence or similar approved as per specification of this tender document	± 100	m		
					<b>TOTAL CARRIED FORWARD</b>	

**PHASE 2: THE SUPPLY AND INSTALLATION OF FENCING AT THE KLAPMUTS TRANSFER STATION**

**SECTION C: MAINTENANCE REPAIRS TO FENCING**

ITEM NO	PAYMENT CLAUSE	DESCRIPTION	QTY	UNIT	RATE (R)	AMOUNT (R)
C1		<b>Remove damaged fence and reinstate complete steel mesh fencing to specification including all installation, required material, excavations, concrete, razor wire, pole extentions etc.</b>				
C1.1	PK7.1	358 Dublo Betafence or similar approved as per specification of this tender document	100	m		
<b>TOTAL CARRIED FORWARD</b>						

The quantities are only estimates and the tender will be awarded on the RATES provided, not on the total price.

***DON'T ADD VAT IF YOU ARE NOT VAT REGISTERED. INDICATE IF NON-VAT VENDOR***

All additional costs **must** be included in bid price. (Admin, transport, delivery, handling etc.)

<b><u>SUMMARY</u></b>	<b><u>AMOUNT</u></b>
<b>PHASE 1</b>	
PRELIMINARY AND GENERAL	R
SITE CLEARANCE, EARTHWORKS AND TRAFFIC ACCOMMODATION	R
INSTALLATION OF FENCING AND GATES	R
<b>PHASE 2</b>	
PRELIMINARY AND GENERAL	R
SITE CLEARANCE, EARTHWORKS AND TRAFFIC ACCOMMODATION	R
MAINTENANCE AND REPAIRS TO FENCING AND GATE	R
<b><u>SUB-TOTAL</u></b>	R
<b>CONTINGENCIES</b>	
Allow the sum of 15% (FIFTEEN PERCENT) of the above Sub-total for Contingencies to be spent as the Employer may direct and the be deducted in whole or in part if not required	R
TOTAL INCLUDING CONTINGENCIES	R
<b>VALUE ADDED TAX</b>	
ADD: VAT at the rate of 14%	R
<b>TOTAL</b>	R

DECLARATION OF INTEREST

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

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

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

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

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

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

3.9.1 If yes, furnish particulars

.....  
.....

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

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

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

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

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

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

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

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

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

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

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

Full Name	Identity Number	State Employee Number

.....  
 Signature

.....  
 Date

.....  
 Capacity

.....  
 Name of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2011**

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

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 R1 000 000 (all applicable taxes included); and
- The 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000.00 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

POINTS

1.3.1.1 PRICE	90
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	10
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution 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.

## 2. DEFINITIONS

- 2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment Insurance fund contributions and skills development levies;
- 2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- 2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity Based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “consortium or joint venture” 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;
- 2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “EME” means any enterprise with annual total revenue of R5 million or less.
- 2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “non-firm prices” means all prices other than “firm” prices;
- 2.13 “person” includes a juristic person;
- 2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the



- 2.17 “trust” means the arrangement through which the property of one person is made over or Bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid Must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

### 5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the Intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any Other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: .....= .....(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm :

9.2 VAT registration number :

9.3 Company registration number  
.....

9.4 TYPE OF COMPANY/ FIRM

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

[Tick applicable box]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [Tick applicable box]

9.7 Total number of years the company/firm has been in business?

.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution

WITNESSES:

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:

.....

.....

.....

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE: .....	

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

DATE: .....

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	3. 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? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? (To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , 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).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>



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

**CERTIFICATION**

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

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

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

.....

(Bid Number and Description)

in response to the invitation for the bid made by:

.....

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: that: .....

(Name of Bidder)

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

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.

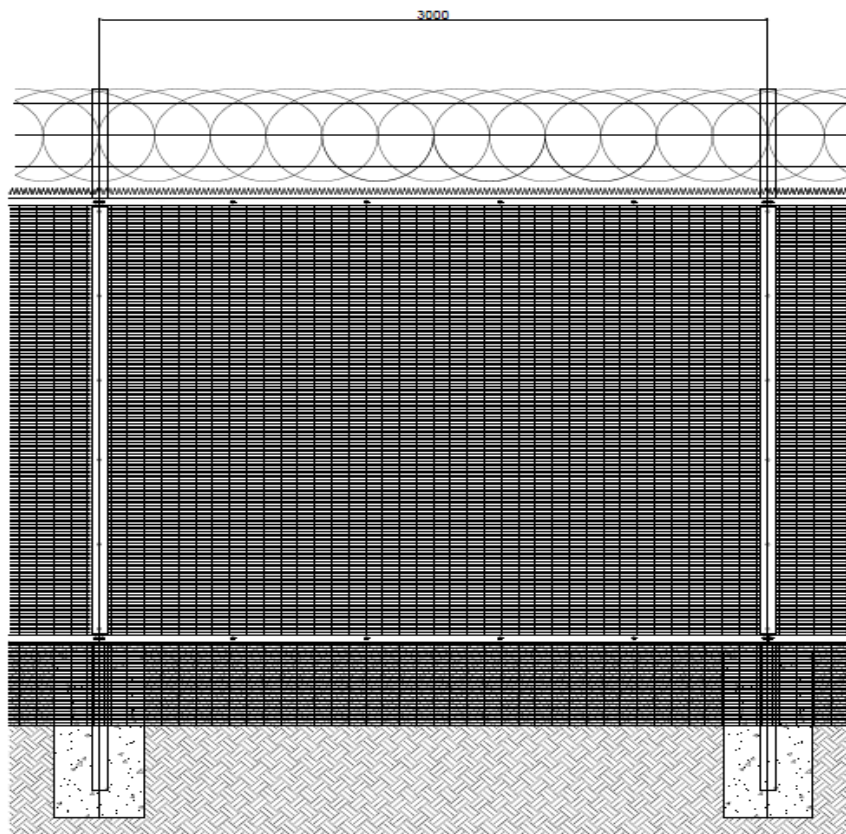
<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



OUTSIDE ELEVATION



SECTION

**SPECIFICATIONS**

**Posts:**

- Angle 100 x 75 x 8 x 3600mm long.
- Set posts vertically into ground at 3000mm centres.
- Longer posts will be required where fence steps > 200mm.

**Foundations:**

- Cast 400 x 400 x 900 deep 15MPa/19 stone at each post.
- Ground conditions may require additional concrete.

**Lateral Support:**

- Lateral support shall comprise of two angle 40 x 40 x 3 horizontal rails straddling between fence posts - top and bottom.

**Heavy High Security Mesh Panels**

- Mesh panels shall have double line (DL) vertical wires to assist with the delay factor, fabricated from high tensile steel with a weld strength of 60% and a tensile strength of 500N/mm<sup>2</sup>.
- Horizontal and vertical wires shall have a core diameter of 3.98mm with a tolerance of +/- 0.07mm
- The mesh configuration shall be one layer of horizontal wires spaced at 12.7mm centres sandwiched between two layers of vertical wires spaced at 76.2 mm centres. The vertical wires shall be vertically aligned i.e. front with back.
- Apertures shall be 76.2mm W x 12.7mm H c/c of wires.
- Panel finish size tolerance: width +/- 2.0mm and height +/- 6mm
- Mesh panels are manufactured with Zincalu wire (Galvan).

**Vandal Resistant Fixing:**

- To Posts: Clamp fixed with Flat 70 x 6 cover strips, using M8 anti-vandal cupsquare bolts, shear-off nuts & flat washers.
- To Rails: Bolted using M8 anti-vandal cupsquare bolts, shear-off nuts & Fender washers
- Fixing Screws etc: 316 Stainless Steel.

**Anti Climb Protection:**

- A Sawtooth serrated spike 60 x 2.5thk. shall be welded to the top lateral support rail to deter climbing.

**Additional Anti-climb Security :**

- The fence posts shall be extended vertically to support Flatwrap Ripper Razor barbed tape bind fixed to three straining wires.

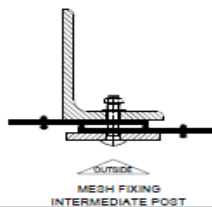
**Anti Burrow Protection:**

- A 450 deep singleskin flat panel (FP) made from 3.00 thk. Zincalu wire mesh shall be suspended below the fence line and buried in the ground to deter dig under intrusion.

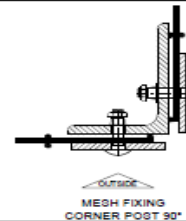
**Corrosion Protection:**

- Mesh Panels: Zincalu.
- Posts/Structure/Rails/Spikes: HD Galvanised.
- Barbed Ripper Razor wire: HD Galvanised.

Material Schedule per unit Intermediate Post			
Qty	Component	Description	Length
1	Post	Angle 100 x 75 x 8	3600
1	Cover Plate	Flat 70 x 6	2312
6	Cup square bolt	M8 mushroom head	50
6	Nut	M8 Shear off	
6	Washer	M8 Flat	



Material Schedule per unit Panel			
Qty	Component	Description	Length
1	Double line Mesh	Double Line x 2375	3048
1	Anti burrow Mesh	Singleskin FP x 450	3048
1	Sawtooth spike	60 x 2.5	2998
2	Horizontal rails	Angle 40 x 40 x 3	2998
4	Cup-square bolt	M8 mushroom head	50
8	Cup-square bolt	M8 mushroom head	40
12	Nut	M8 Shear-off	
4	Washer	M8 Flat	
8	Washer	M8 Fender	
3	Strainer wires	Barbed wire	3000
1	Flatwrap Ripper Razor	500@ Barbed tape	3000



Material Schedule per unit Corner Post			
Qty	Component	Description	Length
1	Post	Angle 100 x 75 x 8	3600
2	Cover Plate	Flat 70 x 6	2312
12	Cup-square bolt	M8 mushroom head	40
12	Nut	M8 Shear-off	
12	Washer	M8 Flat	

**FENCE CONSTRUCTION DETAILS**  
**DOUBLE LINE MESH x 2400 HIGH FENCE ON ANGLE**  
**100 x 75 x 8 POSTS WITH FLATWRAP RIPPER RAZOR**  
**BARBED TAPE & ANTI-BURROW PROTECTION**

Project no:                      Drawing no: 001                      Date: 16 Feb 2016