



Q 2021/069

**INSTALLATION OF A FIRE DETECTION AND GAS
SUPPRESSION SYSTEM, DMC STELLENBOSCH**

NAME OF BIDDER	<hr/>
TOTAL QUOTATION PRICE (INCL VAT)	R <hr/>

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PART T1: QUOTATIONING PROCEDURES

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The following document forms an integral part of the quotation:

Municipal Supply Chain Management Policy as adopted in terms of Section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003) and the relevant regulations.

The above document can be obtained from the Cape Winelands District Municipality's Supply Chain Management Unit.

PART T1.1: QUOTATION NOTICE AND INVITATION TO QUOTE

Formal Written Price Quotations are hereby requested from Service Providers for the installation of a Fire Detection and Gas Suppression System at the DMC in Stellenbosch.

Bidders must have a CIDB contractor's grading of **1 SF** or higher.

Technical enquiries regarding this quotation may be directed to Mr. T. Solomon at tel. 086 126 5263, E-mail: thomas@capewinelands.gov.za

IMPORTANT NOTICE: This quotation is subject to Regulation 8 "Local Production and Content" of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (No. R.32 dated 20 January 2017). Submitting of MBD 6.2 is compulsory. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement.

Documents can be obtained from the Supply Chain Management Unit of the Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch - Tel no 0861 265 263. Alternatively, documents may be downloaded from the website: www.capewinelands.gov.za. → Supply Chain → View quotations and quotes → Quotations open.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and the Central Supplier Database, prior to the closing date of the quotation.

The duly completed quotation must be enclosed in a sealed envelope and endorsed with the relevant quotation number and description on the envelope. The sealed quotation must be placed in the official quotations box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch, before **11:00 on Thursday, 09 December 2021**

**HF PRINS
MUNICIPAL MANAGER**

T1.2: QUOTATION DATA

General

The conditions of quotation are the Standard Conditions of Quotation as contained in Annex F of Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See www.cidb.org.za which is reproduced without amendment or alteration for the convenience of Bidders as Annex A to this Quotation Data.

The Standard Conditions of Quotation make several references to the Quotation Data for details that apply specifically to this quotation. The Quotation Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard Conditions of Quotation. Each item of data given below is cross-referenced to the Clause in the Standard Conditions of Quotation to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Quotation as set out in the Quotation Data below shall apply to this quotation.

Clause	Wording
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F.1.1.1	The Employer is Cape Winelands District Municipality
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F.1.2	Quotation Documents
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The quotation documents issued by the Employer comprise those listed in the contents page.

The Quotation Document and the drawings can be obtained from the Employer at the physical address stated in the Quotation Notice upon payment of the fee stated in the Quotation Notice.

F.1.4	Communication and Employer's Contact
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The Employer's Agent is:

Department:	Technical Services
Address:	P.O. Box 100, Stellenbosch
Attention:	Mr. T. Solomon
Telephone:	086 126 5263
E-mail:	thomas@capewinelands.gov.za

F.1.5	Cancellation and Re-invitation of Quotations
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Add the following to Clause F.1.5.1

The CAPE WINELANDS DISTRICT MUNICIPALITY shall apply the principles of the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), its Municipal Supply Chain Management Policy as adopted in terms of section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003), and the relevant regulations. Depending on the quoted amount, the Employer also reserves the right to award the contract in its entirety or partially.

F.2.7	Clarification Meeting
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A compulsory clarification meeting will **not** be held.

F.2.9 Insurance

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

F.2.10 Pricing the Quotation Offer

F.2.10.5 Add the following to Clause F.2.10

The Bidder shall enter a unit rate in percentage against each item in the schedule of quantities, whether quantities are stated or not.

The amounts of items may not be grouped together and no lump sum for such group of items can be provided. The Bidder also may not indicate against any item that full compensation for such item has been included in another item. A rate of R0-00 shall be assumed for such items.

Bidders shall **exclude** value added tax (VAT) in the quotation rates and amounts if needed. The quotation rates and amounts shall however **include** all levies and other taxes and duties on all items to which they apply.

F.2.12.2 If a Bidder wishes to submit an alternative quotation offer, the only criteria permitted for such alternative quotation offer is:

- a) The Bidder must obtain an additional document and set out the alternative therein. It is vitally important that the original quotation offer is also submitted.

F.2.13 Submitting a Quotation Offer

Bidders shall not tamper with the Quotation Documents which must be submitted as issued. Quotation Documents found to have been unbound may be deemed unacceptable.

Each Bidder is required to submit under sealed cover the complete set of Quotation Documents with all the required information and complete in all respects. The envelope shall be addressed to the CAPE WINELANDS DISTRICT MUNICIPALITY and endorsed as described in the Quotation Notice and placed in the quotation box of the CAPE WINELANDS DISTRICT MUNICIPALITY before closing date and time of quotation.

Any quotation which is delivered to an address other than the one stipulated in the Quotation Notice will not be accepted.

Uncompleted quotations must be clearly marked with the contract number, as "Uncompleted Quotation".

F.2.13.3/ Parts of each quotation offer communicated on paper shall be submitted as an original, plus zero

F.2.13.5 (0) copies.

F.2.13.7/ The Employer's address for delivery of quotation offers and identification details to be shown on each quotation offer package is:

Location of Quotation Box: Ground Floor 29 du Toit Street STELLENBOSCH 7600
Physical Address: 29 du Toit Street STELLENBOSCH
Quotation Number: Q 2021/069

Title of Quotation: INSTALLATION OF A FIRE DETECTION AND GAS SUPPRESSION SYSTEM, DMC STELLENBOSCH

- F.2.13/ The two-envelope procedure will **not** be followed.
- F.2.15.1 The closing time for submission of quotation offers is stated in the Quotation Notice and Invitation to Quotation.
- F.2.15.1 Telegraphic, telephonic, telex, facsimile or e-mailed quotations offers will not be accepted.
- F.2.16.1 The quotation offer validity period is ninety (90) calendar days.
- F.2.19 Access shall be provided for inspection and testing by personnel acting on behalf of the Employer.
- F.2.23 The Bidder is required to submit the certificates listed in the Returnable Documents.
- F.3.4 The time and location for opening the quotation offers are in accordance with F.2.15.1.
- F.3.5.1 The two-envelope system will **not** be used on this contract.
- F. 3.11.1 The method for the evaluation of quotation offers is Method 1: Price and Preference.
- F.3.11.7 The financial offer will be scored using Formula 2 where W1 is;

80 where the financial value inclusive of VAT of all responsive quotations received do not exceed R50,000,000.00.

Up to 100 minus W1 quotation evaluation points will be awarded to quotations who duly complete the Preferential Procurement Declaration Schedule and who are found to be eligible for the preference claimed.

F.3.16.1 Add the following to Clause F.3.16.1

The notification of the decision sent to the successful Bidder is **not** acceptance of the quotation and no rights shall accrue to the successful Bidder in terms of this notification. The successful Bidder will be notified in writing after fourteen (14) calendar days of the notification of any final decision (e.g., Acceptance) or of any developments with respect to the appeal process, and if applicable, procedures for the commencement of work.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Employer's appeals process.

Add the following to New Clause F.3.16

- F.3.16.3 In Part 1: SCM Policy for Goods and Services, Paragraph 49 of the Municipal Supply Chain Management Policy as adopted in terms of section 111 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003) gives persons aggrieved by decisions or actions taken in the implementation of the Municipal Supply Chain Management System, the right to lodge within 14 calendar days of notification of decision or action, a written objection or complaint against the decision or action.

Any Bidder wishing to exercise this right, must submit their appeal in writing to the Employer marked for the attention of the Manager, Supply Chain Management.

The format of the appeal must;

- Set out the reason for the appeal;
- State in which way the appellant's rights have been affected by the decision;
- State the remedy sought, and
- Be accompanied by a copy of the notification advising the Bidder of the decision of the Quotation Adjudication Committee.

Bidders are hereby informed also of their right to request reasons for the decision in terms of the Promotion of Administration Justice Act (No. 3 of 2000).

F.3.17 The number of paper copies of the signed contract to be provided by the Employer is **one (1)**.

PART T2: RETURNABLE DOCUMENTS

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PART T2.1: LIST OF RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the quotation. Whilst many of the returnable documents are required for the purpose of evaluating the quotations, some will form part of the subsequent contract as they form the basis of the quotation offer. For this reason, it is important that Bidders return all the information requested.

OTHER DOCUMENTS REQUIRED FOR QUOTATION EVALUATION PURPOSES (Append to schedule in document)

RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (To be attached with submission)

OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT (Included hereafter for completion)

T2.1: LIST OF RETURNABLE DOCUMENTS

The Bidder must complete the following Returnable Documents in **black ink**:

Returnable Schedules required for quotation evaluation purposes	Page
Schedule 1: Compulsory Enterprise Questionnaire	9 - 11
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Schedule 4: Schedule of Work Satisfactorily carried out by the Bidder	15
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Schedule 17: Declaration of Bidder's past supply chain management practices	36 -37
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SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1:	Name of enterprise: Address of enterprise:												
Section 2:	VAT registration number, if any: Has and original and valid TAX clearance certificate been attached under Schedule 2D? Yes / No												
Section 3:	Has a B-BBEE status level verification certificate been submitted? Yes / No If yes, who was the certificate issued by? (Tick applicable box) <input type="checkbox"/> An accounting officer as contemplated in the Close Corporation Act. <input type="checkbox"/> A verification agency accredited by the South African National Accreditation System (SANAS). <input type="checkbox"/> A registered auditor. NB. A B-BBEE status level verification certificate must be submitted to qualify for preference points for B-BBEE.												
Section 4:	CIDB registration number, if any:												
Section 5:	Central Supplier Database registration number:												
Section 6:	Particulars of sole proprietors and partners in partnership												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">*Name</th> <th style="width: 33%;">*Identity number</th> <th style="width: 33%;">*Personal income tax number</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		*Name	*Identity number	*Personal income tax number									
*Name	*Identity number	*Personal income tax number											
* Complete only if sole proprietor or partnership and attached separate page if more than 3 partners													
Section 7:	Particulars of companies and close corporations												
Company registration number:													
Close corporation number:													

Tax reference number:

Section 8: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity | <ul style="list-style-type: none"> <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

If any of the above boxes are marked, disclose the following: (insert separate page if necessary)

Name of sole proprietor, partner, director, manager, principal shareholder, or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (Tick appropriate column)	
		Current	Within last 12 months

*Insert separate page if necessary

Section 9: Record of spouses, children and partners in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or partner of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <ul style="list-style-type: none"> <input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity | <ul style="list-style-type: none"> <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature |
|--|---|

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (Tick appropriate column)	
		current	Within last 12 months

* Insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:	
i)	Authorized the Employer to obtain a tax clearance certificate from the South Africa Revenue Service that my/our matters are in order;
ii)	Confirms that the neither the name of the enterprise or the name of any partner, manager, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Quotation Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
iii)	Confirms that no partner, member, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
iv)	Confirms that I/we are not associated, linked, or involved with any other bidding entities submitting quotation offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
v)	Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signature:		Date:	
Print Name:		Position:	
Postal Address:			
Street Address:			
Telephone Number:			
Cell Phone Number:			
E-mail Address:			

SCHEDULE 2: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs..... acting
 in his/her capacity as.....
 of the business trading as to
 sign all documentation in connection with Quotation.....

Name of Members/Directors	Signature	Date

NOTE: If Bidders did attach a copy of their Authorized Signatory, it is not necessary to complete this form.

C. Certificate for Joint Venture

We, the undersigned, are submitting this quotation offer in Joint Venture and hereby authorized Mr/Ms , authorized signatory of the company..... , acting in the capacity of lead partner, to sign all documents in connection with the quotation offer for Contract and any contract resulting from it on our behalf. This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead Partner		

D. Certificate for Sole Proprietor

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

As witnesses:

1.		Chairman:	
2.		Date:	

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as..... hereby authorize Mr/Ms acting in the capacity of to sign all documents in connection with the quotation for Contract and contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all the key partners upon whom rest the direction of the affairs of the Partnership as a whole.

SCHEDULE 3: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this quotation offer in joint venture and hereby authorize Mr/Ms , authorised signatory of the company, close corporation, or partnership , acting in the capacity of lead partner, to sign all documents in connection with the quotation offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature: Name: Designation:
		Signature: Name: Designation:.....
		Signature:..... Name: Designation:

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

SCHEDULE 4: SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE BIDDER

The following is a statement of similar work successfully executed by me/us:

Employer, contact person and telephone number	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

*Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Bidder:			

SCHEDULE 5: SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Sub-Contractors to work on this contract.

If we are awarded the contract, we agree that this notification does not change the requirement for us to submit the names of proposed Sub-Contractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

No.	Name and Address of Proposed Sub-Contractor	Nature and Extent of Work	Previous Experience with Sub-Contractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			

*Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Bidder:			

SCHEDULE 6: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Bidder should record any deviations or qualifications he may wish to make to the quotation documents in this Returnable Schedule. Alternatively, a Bidder may state such deviations and qualifications in a covering letter to this quotation and reference such letter in this schedule.

The Bidder's attention is drawn to clause F.3.8 of the Standard Conditions of Quotation referenced in the Quotation Data regarding the Employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signature:		Date:	
Print Name:		Position:	
Bidder:			

SCHEDULE 7: DECLARATION IN TERMS OF THE MFMA (NO. 56 OF 2003) IN TERMS OF MUNICIPAL RATES AND SERVICES

Names of Directors/ Partners	Physical residential address of the Directors/Partners	Municipal Account Number	Name of Municipality

NB: Please attach certified copy/copies of the Municipal Account(s)

DECLARATION:

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

Signature:		Date:	
Print Name:		Position:	
Bidder:			

3.10	Do you or any director/ member/ trustee/ principal shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principal shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No
3.11.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principal shareholders or stakeholders in the service of the state?	Yes	No
3.12.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

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

3.14	Is the supplier or any director/ member/ trustee/ principal shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No
3.14.1	If yes, furnish particulars.		

3.15	Is the supplier or any director/ member/ trustee/ principal shareholder listed on the Register for Quotations Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No
3.15.1	If yes, furnish particulars.		

3.16	Was the supplier or any director/ member/ trustee/ principal shareholder convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
3.16.1	If yes, furnish particulars.		

3.17	Does the supplier or any director/ member/ trustee/ principal shareholder owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No
3.17.1	If yes, furnish particulars. The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted every three months – provide individual information in the schedule under par. 4.		

3.18	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No
3.18.1	If yes, furnish particulars.		

4	<p>MFMA Circular No 62 of July 2013 require Bidders to submit the names of their directors/trustees/shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their quotation submissions. <i>A shareholder is defined as 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.</i></p>					
	Full name of directors/ trustees/shareholders	Identity Number	% Shareholding in company	Personal Tax Reference Number	State Employee Number (Persal No)	Municipal rates & services account numbers (3.17.1) <i>Municipal clearance or most recent service account must be attached as evidence</i>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

I, the undersigned, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's quotation/registration may be rejected and in addition to the rejection that action may be taken against me/my company should this declaration prove to be false.

.....
Signature

.....
Date

.....
Capacity of Signatory

.....
Name of Bidder/Company/CC Name

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

¹ MSCM Regulations: “**in the service of the state**” means to be –

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

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

Commissioner of Oaths

Signed and sworn to before me at

on this the..... day of..... 20..... by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths

Position:

Address

.....

Tel:

Apply official stamp of authority on this page:

This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisition process. (Must be submitted annually)

SCHEDULE 9: PROOF OF AUTHORITY OF SIGNATORY

The Bidder shall attach to this page a **certified** copy of the proof of authority of signatory.

SCHEDULE 10: DOCUMENTS OF INCORPORATION

The Bidder shall attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation, or partnership. In case of a joint venture between two or more firms, the Bidder shall attach a copy of the document of incorporation of the joint venture.

SCHEDULE 11: LETTER OF GOOD STANDING

A valid Letter of Good Standing, or a certified copy thereof in the name of the Bidder from the **COMPENSATION COMMISSIONER**, or any other accredited Compensation Insurer must be attached to this page, unless the Bidder is registered on the Accredited Supplier Database of the Municipality and the Municipality has a valid Letter of Good Standing from the Compensation Commissioner, or a certified copy thereof for the Bidder on record. The onus is on the Bidder to ensure that the Municipality has a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof on record.

If no such document/s as specified by the Municipality is submitted or on record, the quotation will be disqualified.

Compensation for Occupational Injury and Diseases Act (COIDA) Is the letter of Good Standing attached?	Yes		No	
Certificate number:				

SCHEDULE 12: TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of quotation 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.

Tax Clearance Certificate

A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters are in order with SARS.

In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.

If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.

The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

SCHEDULE 13: JOINT VENTURE AGREEMENT (IF APPLICABLE)

The Bidder shall attach to this page a Joint Venture Agreement, if applicable.

SCHEDULE 14: PROOF OF PAYMENT OF MUNICIPAL RATES AND TAXES

The Bidder shall attach to this page proof of payment of municipal rates and taxes or municipal services charges in support of Schedule 16.

Please note: Should the Bidder intend claiming preference points for local enterprise status, points shall only be awarded if proof of payment is attached.

**SCHEDULE 15: RECORD OF MINUTES AND ADDENDA TO
QUOTATION DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this quotation offer, amending the quotation documents, have been considered in this quotation offer:

No.	Date	Title or Detail
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

*Attach additional pages if more space is required.

Signature:		Date:	
Print Name:		Position:	
Bidder:			

SCHEDULE 16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This document serves as a claim form to qualify for preference points in respect of Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution and must accompany the applicable certificate.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

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

1.2 Points for this bid shall be awarded for:

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

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

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

1.4 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 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

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic

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

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 CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

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

8. SUB-CONTRACTING

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

(Tick applicable box)

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

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 or QSE

(Tick applicable box)

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

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

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

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 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

SCHEDULE 17: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Quotation Document must form part of all quotations invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The quotation 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. wilfully 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 Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **To give effect to the above, the following questionnaire must be completed and submitted with the quotation.**

Item	Question	Yes	No
4.1	<p>Is the Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the Bidder or any of its directors listed on the Register for Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Quotation Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	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:		
4.4	Does the Bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality/municipal entity, or to any other municipality/municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the Bidder and the municipality/municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 18: CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

- 1. This Municipal Quotation Document (MBD) must form part of all quotations¹ 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 quotation rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. takes all reasonable steps to prevent such abuse.
 - b. rejects the quotation of any Bidder if that Bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancels a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when quotations are considered, reasonable steps are taken to prevent any form of quotation rigging.
- 5. In order to give effect to the above, the attached Certificate of Quotation Determination (MBD 9) must be completed and submitted with the quotation:
 - ¹ Includes price quotations, advertised competitive quotations, limited quotations and proposals.
 - ² Quotation 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. Quotation rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying quotation:

.....
(Quotation Number and Description)

in response to the invitation for the quotation made by: Cape Winelands District Municipality do hereby make the following statements that I certify to be true and complete in every respect:

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

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying quotation 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 quotation, on behalf of the Bidder;

4. Each person whose signature appears on the accompanying quotation has been authorized by the Bidder to determine the terms of, and to sign, the quotation, on behalf of the Bidder;
5. For the purposes of this Certificate and the accompanying quotation, 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 quotation in response to this quotation invitation;
 - (b) Could potentially submit a quotation in response to this quotation 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 quotation independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ 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 quotation;
 - (e) The submission of a quotation which does not meet the specifications and conditions of the quotation; or
 - (f) Bidding with the intention not to win the quotation.
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 quotation invitation relates.
9. The terms of the accompanying quotation 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 quotation 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 quotations and contracts, quotations that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

SCHEDULE 19: CLAIMING PREFERENCE POINTS

List all partners/members/directors of this enterprise

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

BROAD-BASED BLACK ECONOMIC EMPOWERMENT (Act 53 of 2003)

LW! Om Voorkeerpunte te eis moet 'n gesertifiseerde afskrif van u Gebalanseerde Breë Basis Swart Ekonomiese Bemagtigings-telkaart voorgelê word tesame met die **MBD 6.1 Eisvorm** vir punte.

NB! To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card must be submitted with the **MBD 6.1 Claim Form**.

QAPHELA! Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, kufuneka ukuba isicelo sakho sekopi eqinisekisiweyo ye Balanced Broad-Based Black Economic Empowerment Score Card ihambe kunye nefomu eyi **MBD 6.1 Claim Form**.

Vir meer inligting besoek: / For more information please visit: / Inkukach ezithe vetshe uzakuzifumana aph:

The Department of Trade and Industry: <http://bee.thedti.gov.za/>
 South African National Accreditation System: <http://www.sanas.co.za/directory.php>
 Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

.....

Besigheid of persoon se naam:-/ Business or person's name:-/Igama leshishini okanye lomntu

- | | |
|--|---|
| <p>**1. Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op ras.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on race.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo ngokobuhlanga.</p> | <div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div> |
| <p>2. Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op geslag.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on gender.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo ngokwesini.</p> | <div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div> |
| <p>3. Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op gestremtheid.
 Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on disability.
 Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo ngokobulwelwe.</p> | <div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div> |
| <p>4. Persentasie aandeelhouding van persone geklassifiseer as jeug. (18 – 35 Jaar oud).
 Percentage of shareholding of persons in the business classified as youth. (18 – 35 Years old)
 Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba lulutsha (18 – 35 Yeminyaka)</p> | <div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto;"></div> |

- | | |
|---|---|
| <p>5. Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit ? In / Uit
 Is your business established within the area of jurisdiction of the District Municipality? In / Out
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle</p> | <p><input type="checkbox"/> In/Ngaphakathi</p> <p><input type="checkbox"/> Uit/Out/Ngaphandle</p> |
| <p>6. Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee
 Do you make use of local labour (job creation)? Yes / No
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi</p> | <p><input type="checkbox"/> Ja/Yes/Ewe</p> <p><input type="checkbox"/> Nee/No/Hayi</p> |

SCHEDULE 21: HEALTH AND SAFETY PLAN

Bidders are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. A CWDM Safety Specification will be provided to the successful Bidder. The Bidder shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the successful Bidder shall prepare and submit within ten (10) working days from date of officially being awarded the quotation, a Health and Safety Plan in respect of the Works to demonstrate the necessary competencies and resources to perform the construction work, all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors, and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation, and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Bidders are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The Bidder shall also consider the additional requirements stated in the Project Specifications that will be provided by the Cape Winelands District Municipality to the successful Bidder when drawing up the Health and Safety Plan for the contract.

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

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 22: PRELIMINARY PROGRAM

The successful Bidder shall prepare and submit within Ten (10) working days from date of officially being awarded the quotation, a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for the Contract, to this page.

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

The Bidder shall also consider the additional requirements stated in the Project Specifications when drawing up the programme.

Details of the preliminary programme shall be appended to this Schedule.

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

SIGNED ON BEHALF OF BIDDER:

THE CONTRACT PART C1: AGREEMENTS AND CONTRACT DATA

	Page
C1.1 Form and Offer of Acceptance	45 - 50
C1.2 Contract Data	51 - 53
C1.3 Occupational Health and Safety Agreement.	54 - 55

IMPORTANT NOTE:

The Quotation Form (Offer by Bidder) shall be completed and signed by all Bidder. Failure to properly complete and sign the Quotation Form shall lead to disqualification of the quotation.

The Acceptance Form shall be signed by the Employer to formalise the Contract Agreement after the successful Bidder has been formally notified of award.

The Schedule of Deviations forms an integral part of the Contract Agreement.

C1.1: FORM OF OFFER AND ACCEPTANCE

(AGREEMENT)

OFFER BY BIDDER

The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract in respect of the following works: **CONTRACT NO: Q 2021/069: INSTALLATION OF A FIRE DETECTION AND GAS SUPPRESSION SYSTEM, DMC STELLENBOSCH**

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

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

OFFER	
Supply and install Fire Detection and Gas Suppression System to Specification complete. Total brought forward from Page 60	R _____
Allow the sum of R 5,000.00 (Five Thousand Rand) NET for contingencies to be used as directed by the Client or deducted in whole or in part if not used.	R 5,000.00 _____
SUB-TOTAL	R _____
VAT @15%	R _____
QUOTATION AMOUNT	R _____
Quotation amount in words:.....	

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Quotation Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature: *(Of person authorized to sign the quotation):*

Name: *(Of signatory in capital letters):*

Capacity: *(Of signatory):*

Name of Bidder: *(Organisation):*

Address:

.....

Telephone number:

Witness:

Signature:

Name: *(In capital letters):*

Date:

[Failure of a Bidder to complete and sign this Form of Offer will invalidate the quotation]
FIRE DETECTION AND SUPPRESSION SYSTEM BY SPECIALIST (PROOF OF CIDB
CONTRACTOR GRADING OF 1 SF OR HIGHER IN THE NAME OF THE ENTITY FOR THIS
SECTION OF THE WORK TO BE SUBMITTED WITH THE TENDER)

ACCEPTANCE BY EMPLOYER

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

The terms of the contract are contained in

Part C1 Agreement, and Contract Data, (which include this Agreement)
Part C2 Pricing Data, including the Bill of Quantities
Part C3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Quotation Data and any addenda thereto as listed in the Quotation Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Bidder shall within two weeks after receiving a formal Letter of Award, including the Schedule of Deviations (if any), contact the Employer or its agent (whose details are given in the Contract Data) to arrange the delivery of bonds, guarantees and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, upon receipt of which the Employer will execute the contract by signing this Agreement. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Signature:

Name: *(In capital letters)*

Capacity:

Name of Employer *(Organisation)*.....

Address.....

.....

Witness Signature: **Name:**

Date:

SCHEDULE OF DEVIATIONS

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

1.	Subject	
	Details	
2.	Subject	
	Details	
3.	Subject	
	Details	
4.	Subject	
	Details	
5.	Subject	
	Details	
6.	Subject	
	Details	

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

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

FOR THE BIDDER:

Signature:

Name: *(In capital letters)*

Capacity:

Name of Employer (Organisation).....

Address.....

.....

Witness Signature: **Name:**

Date:

FOR THE EMPLOYER:

Signature:

Name: *(In capital letters)*

Capacity:

Name of Employer (Organisation).....

Address.....

.....

Witness Signature: **Name:**

Date:

CONFIRMATION OF RECEIPT

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

theday) ofmonth) 20..... at (place)

FOR THE CONTRACTOR:

Signature:

Name: *(In capital letters)*

Capacity:

Name of Employer *(Organisation)*.....

Address.....

.....

Witness Signature: **Name:**

Date:

FOR THE EMPLOYER:

Signature:

Name: *(In capital letters)*

Capacity:

Name of Employer *(Organisation)*.....

Address.....

.....

Witness Signature: **Name:**

Date:

C1.2 : CONTRACT DATA (PART 1)

PART 1: DATA PROVIDED BY THE EMPLOYER

CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works (Short Form), First Edition (2018) available from the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works (Short Form) First Edition (2018) are applicable to this Contract:

Compulsory Data

- 1.1.1.13 The Defects Liability Period is six (6) months.
- 1.1.1.14 The time for achieving Practical Completion is three (3) months.
- 1.1.1.15 The name of the Employer is CAPE WINELANDS DISTRICT MUNICIPALITY.
- 1.2.1.2 The address of the Employer is:
- 29 Du Toit Street
Stellenbosch
7600
- P.O. Box 100
Stellenbosch
7599
- Telephone: 086 126 5263
E-mail: admin@capewinelands.gov.za
- 1.1.1.25 The Pricing Strategy is a Fixed Price Contract.
- 1.1.1.12/5.8.1 The non-working days are Sundays.
The special non-working days are:
1) Public Holidays.
2) The year-end break commencing on 16 December 2021 and ending on 07 January 2022
- 5.3.1 The documentation required before commencing with the Works are:
- 1) Public Liability Insurance
2) Programme
3) Health and Safety Plan
- The time to submit the documentation required before commencement of the Works is Ten (10) working days.
- 5.13.1 The penalty for late completion of the works is R 750.00 per calendar day.
- 6.10.1 Add: Interim payments will be limited to 60% of Contract Value, the final certificate will be 40% of Contract Value.

10.5.1 Dispute resolution shall be by standing adjudication.

10.7.1 The determination of disputes shall be by arbitration

Part 2: Data provided by the Contractor

1.1.1.9 The name of the Contractor is

1.2.1.2 The address of the Contractor is (Notices to be received):

Street Address:

Postal Address:

E-mail:

Telephone:

6.1.1 Payment will be done according to Clause 6.10 of the General Conditions of Contract for Construction Works (Short Form), First Edition (2018).

6.2.1 No security to be provided by the Contractor.

C1.3: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

CONTRACT NUMBER: Q 2021/069- INSTALLATION OF A FIRE DETECTION AND GAS SUPPRESSION SYSTEM, DMC STELLENBOSCH

AGREEMENT MADE AND ENTERED INTO BETWEEN CAPE WINELANDS DISTRICT MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

I,.....
Contractor/ Mandatary/Company/CC Name)

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

I,, representing

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

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

COID ACT Registration Number:.....

OR

Other accredited Compensation Insurer:

Policy Number:.....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Procedures are adhered to as far as reasonably practicable.

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

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to always comply therewith.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

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

Witness

Mandatary

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

Witness

for and on behalf of Cape Winelands District Municipality

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be always worn where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

PART C2: PRICING DATA

Page

C2.1: Pricing Assumptions	57 - 58
C2.2: Bill of Quantities	59 - 60

C2.1: PRICING INSTRUCTIONS

C2.1.1 GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Quotation, Conditions of Contract, the Specifications (including the Contract Specification) and the Drawings.

C2.1.1.2 DESCRIPTION OF ITEMS IN THE SCHEDULE

The short description given in the Bill of Quantities are a brief description used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Works.

C2.1.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The Works as finally completed with the contract shall be measured and paid for as specified in the Bill of Quantities, and the contract price for the completed contract shall be computed at the relevant unit rates, sums, percentage fee and/or prices, all in accordance with the General and Special Conditions of Contract, the Specifications and Contract Specifications and the Drawings.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

C2.1.1.4 PRICING OF THE BILL OF QUANTITIES

OVERVIEW

The Bills of Quantities include the price for the purchase of material, labour and construction of facility up till final completion at the specified sites as described in the Scope of Works.

C2.1.1.5 LOCAL PRODUCTION AND CONTENT

This quotation is subject to Regulation 8 “Local Production and Content” of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 (No. R.32 dated 20 January 2017). Submitting of MBD 6.2 is compulsory. Bidders must use the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of the advertisement.

The Declaration Certificate for Local Production and Content (MBD 6.2) together with the Annexures C, D & E must be completed, duly signed, and submitted with the bidder. Bidders must clearly indicate in their bids the quantities to be supplied and the level of local content for each product.

Steel Construction Material	Components	Local Content Threshold
Fabricated Structural Steel	Latticed steelwork, reinforcement steel, columns, beams, plate girders, rafters, bracing, cladding supports, stair stringers 7 treads, ladders, steel flooring, floor grating, handrailing and balustrading, scaffolding, ducting, gutters, launders, downpipes, and trusses	100%

Joining / Connecting Components	Gussets, cleats, stiffeners, splices, cranks, kinks, doglegs, spacers, tabs, brackets	100%
Frames	Doors and Windows	100%
Roof and Cladding	Bare steel cladding, galvanised steel cladding, colour coated cladding	100%
Fasteners	Bolts, nuts, rivets, and nails	100%
Wire Products	All fencing product, all barbed wire and mesh fencing, fabric/mesh reinforcing, gabions, wire rope/strand and chains, welding electrodes, nails, tacks, springs, and screws	100%
Ducting and Structural Pipework	Non-conveyance tubing fabricated from steel sheeting and plate with structural support	100%
Gutters, downpipes, and launders	Fabricated materials made from sheeting associated with roof drainage systems	100%
Steel Construction Materials		Local Content Threshold
Plates (>4.5mm thick and supplied in flat pieces)		100%
Sheets (<4.5mm thick and supplied with coils)		100%
Galvanised and colour Coated Coils		100%
Wire Rod and Drawn wire		100%
Sections (Channels, Angles, I-Beams and H –Beams)		100%
Reinforcing bars		100%

C2.2: BILL OF QUANTITIES

BILL OF QUANTITIES (Page 1/2)

Item No		Unit	Qty	Rate	Amount
	<u>Bill No 1</u>				
	<u>FIRE DETECTION AND GAS SUPPRESSION SYSTEM</u>				
	<u>NOTE:</u> Tenderers are advised to study the Model Preambles for Trades before pricing this bill				
	This is not a lump-sum tender. Tenderers shall allow opposite each item for any cost involved with such item. A fully completed and priced tender document must be handed in with tender-closing				
	The quantities in this Bill of Quantities should not be used for ordering purposes				
	All quantities will be re-measured and checked on completion for final account purposes				
	All sizes given must be verified and confirmed on site prior to installation				
	This section must be read in conjunction with the Specifications				
	<u>PRELIMINARIES AND GENERAL</u>				
A	Management, supervision, and programming of the works	Item	1		
B	Drawings	Item	1		
C	Health and safety	Item	1		
D	Room integrity test	Item	1		
E	Commissioning	Item	1		
F	Training of staff	Item	1		
G	Logbook holder and documentation	Item	1		
H	Standing time	Hr	5		
J	Works' cleaning and clearing	Item	1		
	<u>GAS SUPPRESSION</u>				
K	Modular 45lt cylinder assembly including fixtures, fasteners, enclosures, etc.	No	1		
L	Eckoshield HFc227ea gas (<u>Provisional</u>)	Kg	22		
M	Door warning sign	No	1		
	Total carried forward to page 60			R	

BILL OF QUANTITIES (Page 2/2)

Item No		Unit	Qty	Rate	Amount	
	Bill No. 1					
	Total brought forward from page 59			R		
	<u>ELECTRONICS</u>					
A	3-Zone fire/extinguishant panel EN Approved	No	1			
B	12VDC 7A/H batteries	No	2			
C	Conventional optical detector	No	4			
D	Detector base	No	4			
E	Conventional sounder/strobe	No	2			
F	24 Volt bell	No	1			
G	Mains switching relays (Air conditioner shutdown)	No	2			
	<u>INSTALLATION MATERIAL</u>					
H	PH30 fire resistant cable (<u>Provisional</u>)	m	100			
J	Bosal type conduit, including galvanised saddles, fittings, etc. (<u>Provisional</u>)	m	15			
	<u>SUNDRIES</u>					
K	Allow the budgetary amount of R 7,500,00 (Seven Thousand Five Hundred Rand) for minor electrical work	Item	1	7,500.00	7,5000	00
L	Change existing timber flush door in aluminium frame in drywall opening inwards with a 2-hour fire resistant door size 813 x 2 032mm high opening outwards, and paint. (Re-use door frame and ironmongery)	No	1			
	NOTE: Contact T. Solomon at cell phone 060 642 6087/ thomas@capewinlands.gov.za to arrange for site inspection prior to pricing if so required					
	TOTAL CARRIED FORWARD TO FORM OF OFFER: C1.1 – PAGE 45			R		

PART C3: SCOPE OF WORK

Page

C3.1 Description of Work62 – 64

C3.1: DESCRIPTION OF WORK

1. BACKGROUND

Written Price Quotation are hereby invited from prospective Service Providers for the installation of a regulatory fire detection and gas suppression system in the proposed radio and server room for the DMC in Stellenbosch.

2. LOGISTICAL REQUIREMENTS

The successful Contractor must supply all the necessary **labour, material, plant, equipment, scaffolding, tools, sundry material**, etc. for the works as specified. The total cost must also allow for **supervision, overheads and profit** and are to be built into the unit rates unless separately indicated.

3. DELIVERABLES

The service provider must supply and install a fully automatic fire detection and total flooding gas suppression system that also allows for emergency manual operation to specifications and as measured in the Bill of Quantities.

4. EVALUATION

All workers of the service provider directly involved with the installation of the system are to be registered in the name of the entity with the South African Qualification and Certification Committee [Fire] (SAQCC Fire). **Certificates must be submitted with the quotation documents at closing date, otherwise must be provided to the CWDM at a date as required. Failure to provide these certificate will lead to disqualification.**

LOCATION

The proposed radio/server room is situated at the CWDM Office Building, c/o Bird and Langenhoven Street, Stellenbosch. The room size 3,67 x 3,40 x 2,54m high. (Volume 31,70m³)

ELECTRONICS

One 3-zone conventional gas fire/extinguishant panel EN approved. Two (2) zones to be utilised for the gas area detection, and the third zone to be utilised for early warning outside of the protected risk area. Two (2) 12VDC 7A/H batteries.

Four (4) Optical Detectors on two (2) zones to be utilised to achieve the double knock as to trigger the extinguishant output. The panel to have an integral manual call point to initiate an immediate gas drop when required.

A 24 Volt fire bell situated outside the room to be activated on the first knock, two (2) sounder strobes, one inside the room above the door and one on the outside of the room above the door that will be activated on the second knock to warn of an imminent gas discharge.

Two (2) mains switching relays (Air conditioner shutdown)

INSTALLATION MATERIAL

All fire cables to be PH30 rated fire resistant cables. Cabling to be reticulated in 25mm BOSAL conduits using galvanised saddles and fittings.

The gas extinguishant panel must have the facility to switch any air handling equipment, close dampers if required.

ECKOSHIELD-227 (HFC227ea)

One (1) Modular 45Lt Cylinder assembly, Eckoshield HFC 227 ea Gas including fixtures, fasteners, enclosures, etc.

The system shall be a total flooding, gaseous, clean agent fire system designed to provide a uniform concentration within the protected area.

The amount of gas to be provided shall be the amount required to obtain a uniform (minimum) concentration as required by the design manual for ten (10) minutes at the minimum protected height of the equipment.

Factors to take in consideration are un-closable openings, "rundown" time of fans, time required for dampers to close (and requirements for any additional dampers), or any other feature of the facility that could affect concentration.

Door warning sign

The design concentration shall be 7,9% for Eckoshield HF ea 227 at the minimum expected temperature of 15° Celsius, unless otherwise specified for areas as per the Detailed Specification, the Bill of Quantities and/ or drawings.

The detail design shall form part of an approved, integrated design, manufacture, and supply.

Cylinders are to be fixed to a solid brick or concrete structure within the protected area.

The Cylinder Gauge will indicate pressure in KPA.

5. REMUNERATION

- No upfront payments will be made.
- No payments will be made for materials on site.
- Monthly interim payments will only be made based on the actual value of work done to date.
- Final payment to the Contractor will only be affected on final completion of the project.
- Any fees or remuneration are inclusive of Value Added Tax where applicable.

6. GENERAL

6.1. The successful Contractor shall commence with the work within ten (10) working days from receiving the instruction to do so. The work must be completed on or before _____ 2022. Penalties for late completion will be R 750.00 per day. Date of completion will be confirmed with the successful Contractor.

6.2. The successful Contractor shall within ten (10) working days from officially being awarded the Tender provide proof of the following:

Insurance being in place.

- Public Liability (R 6 m).
- Health and Safety Plan
- Works Programme

The Contractor will not be allowed to start any work without the above being in place.

6.3. In terms of the Construction Regulations 2014 of the Occupational Health and Safety Act, Act No. 85 of 1993 as amended, the Client shall provide the Contractor with a Health and Safety Specification to which the Contractor shall respond within ten (10)

working days by submitting a Health and Safety Plan for approval by the Client's Safety Officer. The Contractor must allow for the compulsory equipment and clothing, i.e., safety hats, safety shoes, safety clothing, safety glasses, safety masks, harnesses, health and safety posters, boards etc. The cost for the Health and Safety Plan will be for the Contractor's account. The Contractor will not be allowed to start any work without the Approved Health and Safety Plan being in place.

- 6.4. All materials where not explicitly specified are to comply with the South African Bureau of Standards. If no such standards exist, all materials are further subject to being passed by inspection prior to being installed.
- 6.5. All employees of the Contractor shall be required to wear easy identifiable clothing with the Contractor's name on the rear of all clothing/ overall. No dirty or untidy clothing/ overalls are to be worn on site. All workers shall be confined to the immediate area of operation.
- 6.6. The offices, depots, sites etc. will be fully operational during the execution of the work. The working area as well as the surrounding area must be always kept clean. Rubble must be removed at regular intervals. Noise and dust levels must be reduced to an absolute minimum
- 6.7. Prior to the commencement of any work, the Contractor shall inspect the site with a Representative of this Council to acquaint him/ her with the actual site conditions as the Contractor shall be held liable for any damage caused by their activities.
- 6.8. The Contractor shall indemnify the Council against any claims of whatever nature that may arise. Those include legal costs by any person including the Contractor originating from or because of the work or because of the negligence of the Contractor in the execution of the work. In terms of the Occupational Health and Safety Act (Act 85 of 1993, as amended) the Contractor must sign a Mandatory Agreement with the Client to this effect. Pro-forma (Form R) is included with the Tender Document.
- 6.9. Fresh water will be available from existing water points free of charge. Contractor to supply own water hoses should it be required. Water should be used sparingly.
- 6.10. Electricity will be made available on site free of charge for this specific contract. Contractor to supply own electrical leads etc. as may be required.
- 6.11. The Company name board can be displayed on site from the date of site hand-over to final contract completion.
- 6.12. This tender shall assume that the work will be executed continuously as per the works programme, without any delays caused by either the CWDM or other parties employed by the CWDM. Any delays must be brought to the immediate attention of the Council's Representative on this project for verification and recording purposes. No claim for "standing-time" will be entertained unless the proper procedures have been followed.
- 6.13. The Tenderer must allow in his tender for a fully qualified Foreman on site as his Representative for the full duration on the works.**
- 6.14. It will be the responsibility of the Contractor to comply with all Labour Laws, Rules and Regulations.

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)

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

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

1. General Conditions

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

$$\text{LC} = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
Fabricate Structural Steel	100 %
Joining / Connecting Components	100 %
Frames	100 %
Roof and Cladding	100 %
Fasteners	100 %
Wire products	100 %
Ducting and Structural Pipework	100 %
Gutters, downpipes and launders	100 %
Plates	100 %
Sheets	100 %
Galvanized and colour coated coils	100 %
Wire rod and drawn wire	100 %
Sections	100 %
Reinforcing bars	100 %

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. Q 2021/069: INSTALLATION OF A FIRE DETECTION AND GAS SUPPRESSION SYSTEM DMC STELLENBOSCH

ISSUED BY: CAPE WINELANDS DISTRICT MUNICIPALITY

NB

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

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity),
the following:

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No.	Q 2020/093
(E2) Tender description:	ROLLER SHUTTER DOOR
(E3) Designated products:	STEEL PRODUCTS AND COMPONENTS FOR CONSTRUCTION
(E4) Tender Authority:	CAPE WINELANDS DISTRICT MUNICIPALITY
(E5) Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	Fabricate Structural Steel		
	Joining / Connecting Components		
	Frames		
	Roof and Cladding		
	Fasteners		
	Wire products		
	Ducting and Structural Pipework		
	Gutters, downpipes and launders		
	Plates		
	Sheets		
	Galvanized and colour coated coils		
	Wire rod and drawn wire		
	Sections		
	Reinforcing bars		
	(E9) Total local products (Goods, Services and Works)		-
(E10) Manpower costs	(Tenderer's manpower cost)		-
(E11) Factory overheads	(Rental, depreciation & amortisation, utility costs, consumables etc.)		-
(E12) Administration overheads and mark-up	(Marketing, insurance, financing, interest etc.)		-
	(E13) Total local content		-

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____