



**CAPE WINELANDS DISTRICT**  
MUNICIPALITY • MUNISIPALITEIT • UMASIPALA

**WPQ Q 2024/066**  
**THE SUPPLY AND ERECTION OF**  
**STOCK-PROOF PERIMETER FENCING FOR**  
**TWO BORROW PITS OUTSIDE OF MONTAGUE**

**Closing date: 11:00 on Monday 05 August 2024**

**(RETURNABLE DOCUMENT)**

|   |   |                                  |  |
|---|---|----------------------------------|--|
| <b>Name of Bidder</b>   |   |                                  |  |
| <b>Postal Address</b>   | <hr/> <hr/> <hr/>                       |                                  |  |
| <b>Telephone number</b>   |   |                                  |  |
| <b>E-Mail address</b>   |   |                                  |  |
| <b>TOTAL BID PRICE<br/>(INCL. VAT)</b><br><i>(Refer to page 64)</i> |   |                                  |  |
| <b>COMPLETION PERIOD:</b>   | 30 September 2024 or as mutually agreed | <b>B-BBEE LEVEL<br/>CLAIMED:</b> |  |

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Financial and Strategic Support Services  
Supply Chain Management  
Tel: 021 888 5175

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# THE QUOTATION

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## Part T1: Quotation procedures

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## T1.1 Quotation Notice and Invitation to Quotation

### T1.1.1 QUOTATION NOTICE

The Cape Winelands District Municipality (CWDM) invites Quotations from Service Providers for the supply and erection of stock-proof perimeter fencing for two borrow pits outside of Montague.

It is estimated that Bidders must have a CIDB contractor grading of **1 SQ** or higher.

Technical enquiries regarding this bid may be directed to **Mr H. Maart** at tel. **021 888 5150**, or E-Mail: [henry.maart@capewinelands.gov.za](mailto:henry.maart@capewinelands.gov.za)

This Quotation will be evaluated in terms of the Preferential Procurement Regulations, 2022 that was promulgated by the Minister of Finance on 4 November 2022 in Government Gazette No 47452. Please take note of the responsiveness criteria as stipulated in the Quotation document.

### PROCUREMENT PREFERENCE POINT SYSTEM: 80/20

All prospective Bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and National Treasury's Central Supplier Database.

Quotation documents, in English, are available free of charge on the websites: [www.capewinelands.gov.za](http://www.capewinelands.gov.za) or <https://eQuotations.treasury.gov.za>. Alternatively, hard copies of the document can be obtained from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 210.00 per document.

Queries relating to the issuing of these documents may be addressed to **Ms E Niemand**, Tel No: **021 888 5175**, or E- Mail: [elmine@capewinelands.gov.za](mailto:elmine@capewinelands.gov.za)

The closing time for receipt of Quotations is before or at **11H00** on **Monday 05 August 2024**

Quotations must only be submitted on the Quotation documentation that is issued.

Duly completed Quotations must be enclosed in a (separate) sealed envelope and endorsed with the relevant Quotation number and description on the envelope/s. The sealed Quotations must be placed in the official Quotation box of the District Municipality's offices at **29 Du Toit Street, Stellenbosch** on the abovementioned time and date.

All bids received will be opened in public. Late proposals and proposals submitted by e-mail or fax will under no circumstances be accepted. The CWDM reserves the right to withdraw any proposal, invitation and/or to re-advertise or to reject any proposals or to accept any part of it. The CWDM does not bind itself to accepting the lowest bid or to award a contract to the bidder who scores the highest number of points.

Requirements for sealing, addressing, delivery, opening and assessment of Quotations are stated in the Quotation Data.

**HF PRINS**  
**MUNICIPAL MANAGER**

**INVITATION TO BID – MBD 1**

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)  |   |               |   |               |   |
|---|---|---------------|---|---------------|---|
| Quotation number:   | <b>Q2024/066</b>  | Closing date: | <b>05/08/2024</b>   | Closing time: | <b>11h00</b>  |
| Description   | <b>THE SUPPLY AND ERECTION OF STOCK-PROOF PERIMETER FENCING FOR TWO BORROW PITS OUTSIDE OF MONTAGUE</b> |               |   |               |   |
| <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>   |   |               |   |               |   |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE QUOTATION BOX SITUATED AT:<br/>29 DU TOIT STREET, STELLENBOSCH</b>  |   |               |   |               |   |
| SUPPLIER INFORMATION  |   |               |   |               |   |
| Name of bidder  |   |               |   |               |   |
| Postal address  |   |               |   |               |   |
| Street address  |   |               |   |               |   |
| Telephone number  | Code  |               | Number  |               |   |
| Cell phone number   |   |               |   |               |   |
| E-mail address  |   |               |   |               |   |
| VAT registration number   |   |               |   |               |   |
| Tax compliance status   | TCS PIN:  |               | OR  | CSD No:       | MAAA  |
| B-BBEE status level verification certificate<br>[tick applicable box]   | <input type="checkbox"/> yes <input type="checkbox"/> no  |               | B-BBEE status level sworn affidavit   |               | <input type="checkbox"/> Yes <input type="checkbox"/> No                              |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] |   |               |   |               |   |
| <b>Are you the accredited representative</b> in South Africa for the goods / services / works offered?  | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[If yes enclose proof]                      |               | <b>Are you a foreign based supplier</b> for the goods / services / works offered? |               | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[If yes, answer part b:3] |
| Total number of items offered   |   |               | Total bid price   |               | R   |
| Signature of bidder   |   |               | Date  |               |   |
| Capacity under which this bid is signed   |   |               |   |               |   |
| TECHNICAL INFORMATION MAY BE DIRECTED TO:   |   |               |   |               |   |
| Contact person  | Henry Maart   |               |   |               |   |
| Telephone number  | 021 888 5150  |               |   |               |   |
| E-mail address  | henry.maart@capewinelands.gov.za  |               |   |               |   |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED   |   |               |   |               |   |
| Contact person  | Elmine Niemand  |               |   |               |   |
| Telephone number  | 021 888 5175  |               |   |               |   |
| E-mail address  | elmine@capewinelands.gov.za   |               |   |               |   |

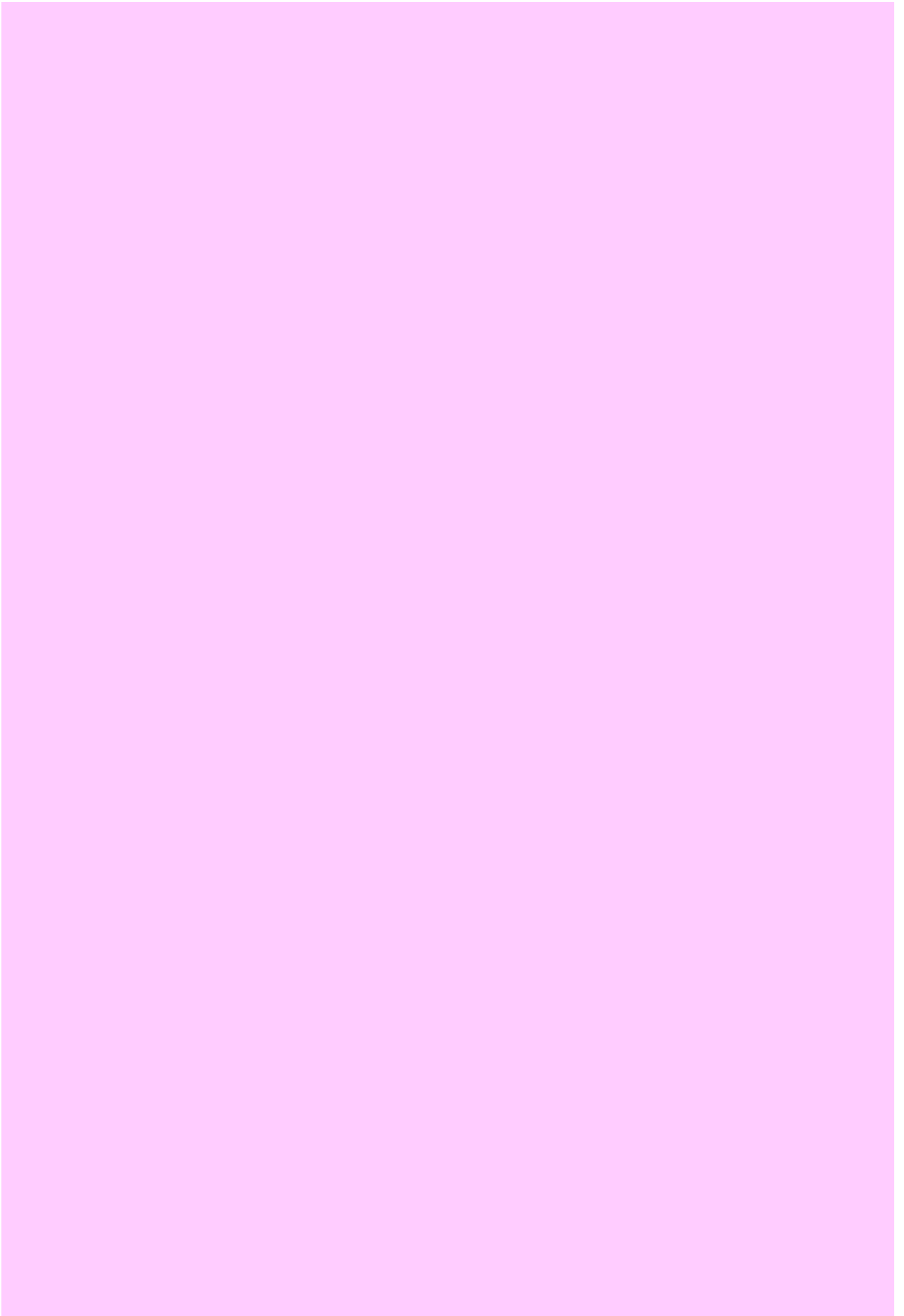
| <b>TERMS AND CONDITIONS FOR BIDDING – PART B</b>   |  |
|--|--|
| <b>1. BID SUBMISSION:</b>  |  |
| <p>1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.</p> <p>1.2. All bids must be submitted on the official forms provided– (not to be re-typed) or <b>online</b>.</p> <p>1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.</p>  |  |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>  |  |
| <p>2.1 Bidders must ensure compliance with their tax obligations.</p> <p>2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.</p> <p>2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. To use this provision, taxpayers will need to register with SARS as e-filers through the website <a href="http://www.sars.gov.za">www.sars.gov.za</a>.</p> <p>2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.</p> <p>2.5 Bidders may also submit a printed TCS certificate together with the bid.</p> <p>2.6 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / pin / CSD number.</p> <p>2.7 Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.</p> |  |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>   |  |
| <p>3.1. Is the entity a resident of the republic of South Africa (RSA)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.2. Does the entity have a branch in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.3. Does the entity have a permanent establishment in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.4. Does the entity have any source of income in the RSA? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3.5. Is the entity liable in the RSA for any form of taxation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>If the answer is “no” to all the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.</b></p>   |  |
| <p><b>NB: failure to provide any of the above particulars may render the bid invalid.</b></p> <p><b>No bids will be considered from persons in the service of the state.</b></p>   |  |

Signature (s): .....

Name (s): .....

Capacity for the Bidder: .....

Date: .....



## T1.2: QUOTATION DATA

The conditions of Quotation are the Standard Conditions of Quotation as contained in Annex C of Board Notice 423 of 2019 in Government Gazette 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See [www.cidb.org.za](http://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

#### C.1 General

##### C.1.1 Actions

*Add the following:*

The Employer is the Cape Winelands District Municipality.

##### C.1.2 Quotation Documents

*Add the following:*

The Quotation documents issued by the employer comprise of those listed in the contents page.

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

The following documents form part of this contract:

- **VOLUME 1:** *The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available, and Bidders must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).*
- **VOLUME 2:** *The Colto Standard Specifications for Road and Bridge Works, published by the South African Institute of Civil Engineers (SAICE), dated 3 March 1998, obtainable from Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).*

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

- **National Treasury - Government Procurement: General Conditions of Contract**

##### C.1.4 Communication and Employer's Contact

*Add the following:*

The Employer's Agent is H. Maart

Name: Department: Technical Services / Division: Roads

Address: P.O. Box 100, Stellenbosch, 7599

Attention: H. Maart

Tel: 021 888 5150

e-mail: [henry.maart@capewinelands.gov.za](mailto:henry.maart@capewinelands.gov.za)

##### C.1.6 Procurement procedures

###### C.1.6.2 Competitive negotiation procedure

*Add the following:*

A competitive negotiation procedure will **not** be followed.

###### C.1.6.3 Proposal procedure using two-stage system

*Add the following:*

A two-stage system will **not** be followed.



**C.2 Bidder's obligations**

**C.2.1 Eligibility**

**C.2.1.1** *Add the following:*

Only those Bidders who satisfy the following criteria are eligible to submit Quotations:

C.2.1.1.1 As a statutory requirement, the contractor must be registered with the Construction Industry Development Board (CIDB). The contractor must have a CIDB contractor's grading of **1 SQ** or higher. Proof of Registration and a valid Letter of Good Standing must be handed in with the Quotation in this regard.

C.2.1.1.2 As a statutory requirement, the contractor must be registered with the Department of Employment and Labour for Compensation for Occupational Injury and Diseases Act (COIDA) or any other accredited Compensation Insurer. Proof of Registration and a valid Letter of Good Standing must be handed in with the Quotation in this regard.

**C.2.7 Clarification meeting**

*Add the following:*

No clarification meeting will take place.

**C.2.9 Insurance**

*Add the following:*

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

**C.2.12 Alternative Quotation offers**

**C2.12.1** *Replace with:*

No alternative Quotation offers will be accepted.

**C.2.13 Submitting a Quotation Offer**

*Add the following:*

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 well as "Uncompleted Quotation".

**C.2.13.3** Parts of each Quotation offer communicated on paper shall be submitted as an original, plus zero (0) copies.

**C.2.13.5** Parts of each Quotation offer communicated on paper shall be submitted as an original, plus zero (0) copies.

**C.2.13.6** A two-envelope procedure will **not** be followed.

**C.2.13.7** The Employer's address for delivery of Quotation offers and identification details to be shown on each Quotation offer package are:

Location of Quotation box: 29 Du Toit Street, **STELLENBOSCH**, 7600

Physical address: 29 Du Toit Street, **STELLENBOSCH**, 7600

Identification details: **Q 2024/066**

Title of Quotation: **THE SUPPLY AND ERECTION OF STOCK-PROOF PERIMETER FENCING FOR TWO BORROW PITS OUTSIDE OF MONTAGUE**

**C.2.15 Closing time**

**C.2.15.1** *Add the following:*

The closing time for submission of Quotation offers is stated in the Quotation Notice and Invitation to Quotation.

Telegraphic, telephonic, telex, facsimile or e-mailed Quotations offers will not be accepted.

The Employer's address for delivery of Quotation offers and identification details to be shown on each Quotation offer package are:

Location of Quotation box: 29 Du Toit Street, **STELLENBOSCH**, 7600

Physical address: 29 Du Toit Street, **STELLENBOSCH**, 7600

Identification details: **Q 2024/066**

Title of Quotation: **THE SUPPLY AND ERECTION OF STOCK-PROOF PERIMETER FENCING FOR TWO BORROW PITS OUTSIDE OF MONTAGUE**

**C.2.16 Quotation offer validity**

**C.2.16.1** *Add the following:*

The fact and action of handing in a Quotation to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a Quotation remains valid and available for a period of 180 calendar days, calculated from the closing date as advertised for the Quotation, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the Quotation during this period.

**C.2.23 Certificates**

*Add the following:*

The Bidder is required to submit the certificates listed in the Returnable Documents.

**C.3.4 Opening of Quotation submissions**

*Add the following:*

The time and location for opening the Quotation offers are in accordance with C.2.15.1.

**C.3.5 Two-envelope system**

**C.3.5.1** *Add the following:*

The two-envelope system will **not** be followed for this contract.

*Add the following:*

**C.3.5.2** Functionality will be *evaluated* for this contract.

The bidder must complete Schedule 6 - Schedule of Company Experience, where wire strand fences of more than 300m were successfully erected as perimeter fencing on residential, farming or commercial property, as part of the Returnable Schedules to obtain relevant points for functionality.

The bidder must complete Schedule 7 – Experience of Site Foreman, having been on sites overseeing labour and directing operations on site while executing wire strand fencing successfully, as part of the Returnable Schedules to obtain relevant points for functionality.

The description of the functionality of (quality) criteria and the maximum number of evaluation points allocated to each is shown in the table below. The score for functionality (quality) will be the sum of the scores for the individual criteria:

| Description  | Reference   | Scoring   |  |   | Max Score |
|--|---|---|--|---|-----------|
| <b>Company's Previous Experience on residential, farming or commercial property wire strand fencing of more than 300m successfully completed</b> | (Schedule 6, Page 29) T2.2.7 Returnable Schedules               | <b>(30)</b><br>5 or more similar projects over the past 5 years | <b>(20)</b><br>3 to 4 similar projects over the past 5 years | <b>(10)</b><br>2 or less similar projects over the past 5 years | 30        |
| <b>Site Foreman Experience on wire strand fencing projects successfully completed</b>  | (Schedule 7, Page 30 & 31) T2.2.8 & T2.2.9 Returnable Schedules | <b>(30)</b><br>5 or more similar projects over the past 5 years | <b>(20)</b><br>3 to 4 similar projects over the past 5 years | <b>(10)</b><br>2 or less similar projects over the past 5 years | 30        |
| <b>Total</b>   |   |   |  |   | <b>60</b> |

Reference letters will serve as proof of Company experience. The reference letters must be appended to Schedule 6 - Schedule of Company Experience. The letters should give details of the project and client details. Failure to attach the reference letters will lead to not being awarded functionality points.

The Site Foreman's experience will be proven by including a recent Curriculum Vitae (CV), with a list of successfully completing wire strand fencing projects where he supervised the labour and directed operations on site. The CV and project list must be appended to Schedule 7 – Experience of Site Foreman. Failure to attach the CV and project list will lead to not being awarded functionality points.

A minimum score of 40 points needs to be obtained for functionality to be further evaluated on Price and Preference.

### C.3.11 Evaluation of Quotation offers

#### C3.11.2 Add the following.

The method for the evaluation of Quotation offers is Method 1: Price and Preference.

#### C.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.

#### C.3.11.8 Scoring Preferences

Add the following:

**80/20 Preference point system [(for acquisition of goods or services for a Rand value equal to or above R30 000 and up to R50 million) (all applicable taxes included)]**

The points are awarded as follows:

- 80 points is awarded for the **lowest price** if it complies with the Quotation conditions.
- Additional points are awarded for the following specific goals:
  - **B-BBEE status level of contributor** and “**Locality**”, where

50% of the 20 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard as follows:

| B-BBEE Status Level of Contributor | Number of Points for Preference (80/20) |
|------------------------------------|---|
| 1                                  | 50% of 20                               |
| 2                                  | 50% of 18                               |
| 3                                  | 50% of 16                               |
| 4                                  | 50% of 12                               |
| 5                                  | 50% of 8                                |
| 6                                  | 50% of 6                                |
| 7                                  | 50% of 4                                |
| 8                                  | 50% of 2                                |
| Non-compliant contributor          | 0                                       |

and 50% of the 20 points will be allocated to promote the specific goal of locality. Points will be allocated as follows:

| No. | Requirement   | Number of Points |
|-----|---|------------------|
| 1   | Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area | 5                |
| 2   | Procurement under the 80/20 preference points system where the enterprise head office or primary place of business or regional or satellite office is located within the boundaries of the Western Cape Province.                 | 5                |

### C.3.13 Acceptance of Quotation offer

#### C.3.13.1 Add the following:

Quotation offers will only be accepted if:

- a) the Bidder is registered and in good standing with the South African Revenue Service (SARS) and has submitted the unique person identification number pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- b) the Bidder or any of its directors is not listed on the Register of Quotation Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

- c) the Bidder has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months.
  - iii) failed to perform on any previous contract and has been given a written notice to this effect.
- d) the Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the Quotation process.

Quotation offers will be rejected if they show any conditional or incomplete offers and irregularities of any kind in the Quotation.

The Employer does not bind himself to accept the lowest priced Quotation, highest points Quotation or any Quotation offer. The Employer has the right to accept any part of a Quotation as he may deem expedient subject to negotiation with the successful Bidder for the whole Quotation.

#### **C.3.13.2 Disputes, objections, complaints, and queries**

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Cape Winelands District Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- b) Objections, complaints, queries, and disputes must be submitted in writing to the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599.

#### **C.3.13.3 Appeals**

- a) In terms of Section 62 of the Systems Act 32 of 2000 a person whose rights are affected by a decision taken by the Cape Winelands District Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal must contain the following:
  - i) Reasons and/or grounds for the appeal
  - ii) The way in which the appellants rights have been affected
  - iv) Remedy sought by appellant
- c) Appeals must be submitted in writing to the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599

#### **C.3.13.4 Right to approach the courts & rights in terms of Promotion of Administrative Justice Act (Act 3 of 2000) and Promotion of Access to Information (Act 2 of 2000)**

Clauses C.3.13.2 and C.3.13.3 do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

- a) All legal process and pleadings must be served on the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599
- b) All requests in terms of PAJA and PAIA must be submitted in writing to Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599

#### **C.3.17 Provide copies of contracts**

Add the following:

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

## Annexure C

### Standard Conditions of Quotation

#### C.1 General

##### C.1.1 Actions

C.1.1.1 The employer and each Bidder submitting a Quotation offer shall comply with these conditions of Quotation. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations, and not engage in anticompetitive practices.

C.1.1.2 The employer and the Bidder and all their agents and employees involved in the Quotation process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Bidders shall declare any potential conflict of interest in their Quotation submissions. Employees, agents, and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect, or family interests in the Quotation or outcome of the procurement process and any personal bias, inclination, obligation, allegiance, or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek, and a Bidder shall not submit a Quotation without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Quotation Documents

The documents issued by the employer for the purpose of a Quotation offer are listed in the Quotation data.

##### C.1.3 Interpretation

C.1.3.1 The Quotation data and additional requirements contained in the Quotation schedules that are included in the returnable documents are deemed to be part of these conditions of Quotation.

C.1.3.2 These conditions of Quotation, the Quotation data and Quotation schedules which are required for Quotation evaluation purposes, shall form part of any contract arising from the invitation to Quotation.

C.1.3.3 For the purposes of these conditions of Quotation, the following definitions apply:

- a) conflict of interest means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
  - ii) an individual or Bidder can exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the Bidder who employs that employee.
- b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the Quotation process.

- d) fraudulent practice means the misrepresentation of the facts to influence the Quotation process or the award of a contract arising from a Quotation offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

#### **C.1.4 Communication and employer's agent**

Each communication between the employer and a Bidder shall be to or from the employer's agent only, and in a form that can be readily read, copied, and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Bidder. The name and contact details of the employer's agent are stated in the Quotation data.

#### **C.1.5 Cancellation and Re-Invitation of Quotations**

C.1.5.1 An employer may, prior to the award of the Quotation, cancel a Quotation if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable Quotations are received.
- d) there is a material irregularity in the Quotation process.

C.1.5.2 The decision to cancel a Quotation invitation must be published in the same way the original Quotation invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a Quotation invitation for the second time.

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

Unless otherwise stated in the Quotation data, a contract will, subject to C.3.13, be concluded with the Bidder who in terms of C.3.11 is the highest ranked or the Bidder scoring the highest number of Quotation evaluation points, as relevant, based on the Quotation submissions that are received at the closing time for Quotations.

##### **C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the Quotation data require that the competitive negotiation procedure is to be followed, Bidders shall submit Quotation offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the Bidders who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of Bidders shall not apply.

C.1.6.2.2 All responsive Bidders or at least a minimum of not less than three responsive Bidders that are highest ranked in terms of the evaluation criteria stated in the Quotation data shall be invited to enter competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that Quotations be clarified, specified, and fine-tuned to improve a Bidder's competitive position provided that such clarification, specification, fine-tuning, or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, Bidders shall be invited by the employer to revise their Quotation offer based on the same evaluation criteria, with or without adjusted weightings. Bidders shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after Bidders have been requested to submit their best and final offer.

##### **C.1.6.3 Proposal procedure using the two stage-system**

###### **C.1.6.3.1 Option 1**

Bidders shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the Quotation data, and in the second stage negotiate a contract with the

Bidder scoring the highest number of evaluation points and award the contract in terms of these conditions of Quotation.

**C.1.6.3.2 Option 2**

C.1.6.3.2.1 Bidders shall submit in the first stage only technical proposals. The employer shall invite all responsive Bidders to submit Quotation offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate Quotations received during the second stage in terms of the method of evaluation stated in the Quotation data and award the contract in terms of these conditions of Quotation.

**C.2 Bidder's obligations**

**C.2.1 Eligibility**

C.2.1.1 Submit a Quotation offer only if the Bidder satisfies the criteria stated in the Quotation data and the Bidder, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the Quotating entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the Bidder to submit a Quotation offer and obtain the employer's written approval to do so prior to the closing time for Quotations.

**C.2.2 Cost of Quotating**

C.2.2.1 Accept that, unless otherwise stated in the Quotation data, the employer will not compensate the Bidder for any costs incurred in the preparation and submission of a Quotation offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2 The cost of the Quotation documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the Quotation documents on its website so as not to incur any costs pertaining to the printing of the Quotation documents.

**C.2.3 Check documents**

Check the Quotation documents on receipt for completeness and notify the employer of any discrepancy or omission.

**C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the Quotation. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a Quotation offer in response to the invitation.

**C.2.5 Reference documents**

Obtain, as necessary for submitting a Quotation offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the Quotation documents by reference.

**C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the Quotation documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the Quotation data, to take the addenda into account.

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which Bidders may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the Quotation data.

**C.2.8 Seek clarification**

Request clarification of the Quotation documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the Quotation data.

**C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The Bidder is advised to seek qualified advice regarding insurance.

**C.2.10 Pricing the Quotation offer**

C.2.10.1 Include in the rates, prices, and the Quotation total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful Bidder, such duties, taxes, and levies being those applicable fourteen (14) days before the closing time stated in the Quotation data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the Quotation total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the Quotation data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

Do not make any alterations or additions to the Quotation documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the Bidder. All signatories to the Quotation offer shall initial all such alterations.

**C.2.12 Alternative Quotation offers**

C.2.12.1 Unless otherwise stated in the Quotation data, submit alternative Quotation offers only if a main Quotation offer, strictly in accordance with all the requirements of the Quotation documents, is also submitted as well as a schedule that compares the requirements of the Quotation documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative Quotation offer must be based only on the criteria stated in the Quotation data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative Quotation offer must only be considered if the main Quotation offer is the winning Quotation.

**C.2.13 Submitting a Quotation offer**

C.2.13.1 Submit one Quotation offer only, either as a single Quotation entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the Quotation data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the Quotation offer communicated on paper as an original plus the number of copies stated in the Quotation data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the Quotation offer where required in terms of the Quotation data. The employer will hold all authorized signatories liable on behalf of the Bidder. Signatories for Bidders proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the Quotation offer.

C.2.13.5 Seal the original and each copy of the Quotation offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the Quotation data, as well as the Bidder's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the Quotation data, place and seal the returnable documents listed in the Quotation data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the Quotation data, as well as the Bidder's name and contact address.



- C.2.13.7 Seal the original Quotation offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the Quotation data.
- C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the Quotation offer if the outer package is not sealed and marked as stated.
- C.2.13.9 Accept that Quotation offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the Quotation data.
- C.2.14 Information and data to be completed in all respects**
- Accept that Quotation offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
- C.2.15 Closing time**
- C.2.15.1 Ensure that the employer receives the Quotation offer at the address specified in the Quotation data not later than the closing time stated in the Quotation data. Accept that proof of posting shall not be accepted as proof of delivery.
- C.2.15.2 Accept that, if the employer extends the closing time stated in the Quotation data for any reason, the requirements of these conditions of Quotation apply equally to the extended deadline.
- C.2.16 Quotation offer validity**
- C.2.16.1 Hold the Quotation offer(s) valid for acceptance by the employer at any time during the validity period stated in the Quotation data after the closing time stated in the Quotation data.
- C.2.16.2 If requested by the employer, consider extending the validity period stated in the Quotation data for an agreed additional period with or without any conditions attached to such extension.
- C.2.16.3 Accept that a Quotation submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for Quotations that a Quotation is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating Quotation, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
- C.2.16.4 Where a Quotation submission is to be substituted, a Bidder must submit a substitute Quotation in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".
- C.2.17 Clarification of Quotation offer after submission**
- Provide clarification of a Quotation offer in response to a request to do so from the employer during the evaluation of Quotation offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Bidders or substance of the Quotation offer is sought, offered, or permitted.
- Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred Bidder following a competitive selection process, should the Employer elect to do so.
- C.2.18 Provide other material**
- C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the Quotation offer, the Bidder's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.
- Should the Bidder not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the Quotation offer as non-responsive.
- C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.
- C.2.19 Inspections, tests, and analysis**
- Provide access during working hours to premises for inspections, tests and analysis as provided for in the Quotation data.

**C.2.20 Submit securities, bonds, and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**C.2.22 Return of other Quotation documents**

If so, instructed by the employer, return all retained Quotation documents within twenty-eight (28) days after the expiry of the validity period stated in the Quotation data.

**C.2.23 Certificates**

Include in the Quotation submission or provide the employer with any certificates as stated in the Quotation data.

**C.3 The employer's undertakings****C.3.1 Respond to requests from the Bidder**

C.3.1.1 Unless otherwise stated in the Quotation Data, respond to a request for clarification received up to five (5) working days before the Quotation closing time stated in the Quotation Data and notify all Bidders who collected Quotation documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the Quotation entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a Bidder to submit a Quotation offer in terms of a previous procurement process and deny any such request if consequently:

- a) an individual firm, or a joint venture, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the Quotation documents to each Bidder during the period from the date that Quotation documents are available until three (3) working days before the Quotation closing time stated in the Quotation Data. If, as a result a Bidder applies for an extension to the closing time stated in the Quotation Data, the Employer may grant such extension and, shall then notify all Bidders who collected Quotation documents.

**C.3.3 Return late Quotation offers**

Return Quotation offers received after the closing time stated in the Quotation Data, unopened, (unless it is necessary to open a Quotation submission to obtain a forwarding address), to the Bidder concerned.

**C.3.4 Opening of Quotation submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid Quotation submissions in the presence of Bidders' agents who choose to attend at the time and place stated in the Quotation data. Quotation submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of Quotation submissions, at a venue indicated in the Quotation data, the name of each Bidder whose Quotation offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main Quotation offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

**C.3.5 Two-envelope system**

- C.3.5.1 Where stated in the Quotation data that a two-envelope system is to be followed, open only the technical proposal of valid Quotations in the presence of Bidders' agents who choose to attend at the time and place stated in the Quotation data and announce the name of each Bidder whose technical proposal is opened.
- C.3.5.2 Evaluate functionality of the technical proposals offered by Bidders, then advise Bidders who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of Bidders, who score in the functionality evaluation more than the minimum number of points for functionality stated in the Quotation data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBEE status level. Return unopened financial proposals to Bidders whose technical proposals failed to achieve the minimum number of points for functionality.
- C.3.6 Nondisclosure**
- Not disclose to Bidders, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of Quotation offers, the final evaluation price, and recommendations for the award of a contract, until after the award of the contract to the successful Bidder.
- C.3.7 Grounds for rejection and disqualification**
- Determine whether there has been any effort by a Bidder to influence the processing of Quotation offers and instantly disqualify a Bidder (and his Quotation offer) if it is established that he engaged in corrupt or fraudulent practices.
- C.3.8 Test for responsiveness**
- C.3.8.1 Determine, after opening and before detailed evaluation, whether each Quotation offer properly received:
- a) complies with the requirements of these Conditions of Quotation,
  - b) has been properly and fully completed and signed, and
  - c) is responsive to the other requirements of the Quotation documents.
- C.3.8.2 A responsive Quotation is one that conforms to all the terms, conditions, and specifications of the Quotation documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - b) significantly change the Employer's or the Bidder's risks and responsibilities under the contract, or
  - c) affect the competitive position of other Bidders presenting responsive Quotations if it were to be rectified.
- Reject a non-responsive Quotation offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- C.3.9 Arithmetical errors, omissions, and discrepancies**
- C.3.9.1 Check responsive Quotations for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2 Check the highest ranked Quotation or Bidder with the highest number of Quotation evaluation points after the evaluation of Quotation offers in accordance with C.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate.
  - b) omissions made in completing the pricing schedule or bills of quantities; or
  - c) arithmetic errors in:
    - (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    - (ii) the summation of the prices.
- C.3.9.3 Notify the Bidder of all errors or omissions that are identified in the Quotation offer and either confirm the Quotation offer as Quotationed or accept the corrected total of prices.
- C.3.9.4 Where the Bidder elects to confirm the Quotation offer as Quotationed, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either because of other corrections required by this checking process or in the Bidder's addition of prices, the total of the prices shall govern, and the Bidder will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the Quotationed total of the prices.

### **C.3.10 Clarification of a Quotation offer**

Obtain clarification from a Bidder on any matter that could give rise to ambiguity in a contract arising from the Quotation offer.

### **C.3.11 Evaluation of Quotation offers**

The Standard Conditions of Quotation standardize the procurement processes, methods, and procedures from the time that Quotations are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Quotation Data associated with a specific project.

Conditions of Quotation are the document that establishes a Bidder's obligations in submitting a Quotation and the employer's undertakings in soliciting and evaluating Quotation offers. Such conditions establish the rules from the time a Quotation is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

| <b>The CIDB Standard Conditions of Quotation are based on a procurement system that satisfies the following system requirements:</b> |   |
|--|---|
| <b>Requirement</b>   | <b>Qualitative interpretation of goal</b>   |
| Fair   | The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.   |
| Equitable  | Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.  |
| Transparent  | The only grounds for not awarding a contract to a Bidder who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments, and conflicts of interest.           |
| Competitive  | The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.   |
| Cost effective   | The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing, and price, and least resources to effectively manage and control procurement processes. |

**The activities associated with evaluating Quotation offers are as follows:**

- a) Open and record Quotation offers received
- b) Determine whether Quotation offers are complete
- c) Determine whether Quotation offers are responsive
- d) Evaluate Quotation offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred Bidder
- g) Prepare a Quotation evaluation report
- h) Confirm the recommendation contained in the Quotation evaluation report

#### **C.3.11.1 General**

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive Quotation offer using the Quotation evaluation methods and associated evaluation criteria and weightings that are specified in the Quotation data.

**C.3.12 Insurance provided by the employer**

If requested by the proposed successful Bidder, submit for the Bidder's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**C.3.13 Acceptance of Quotation offer**

Accept the Quotation offer; if in the opinion of the employer, it does not present any risk and only if the Bidder:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the contract.
- c) has the legal capacity to enter the contract.
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing.
- e) complies with the legal requirements, if any, stated in the Quotation data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the Quotation documents to take account of:

- a) addenda issued during the Quotation period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful Bidder.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**C.3.16 Registration of the award**

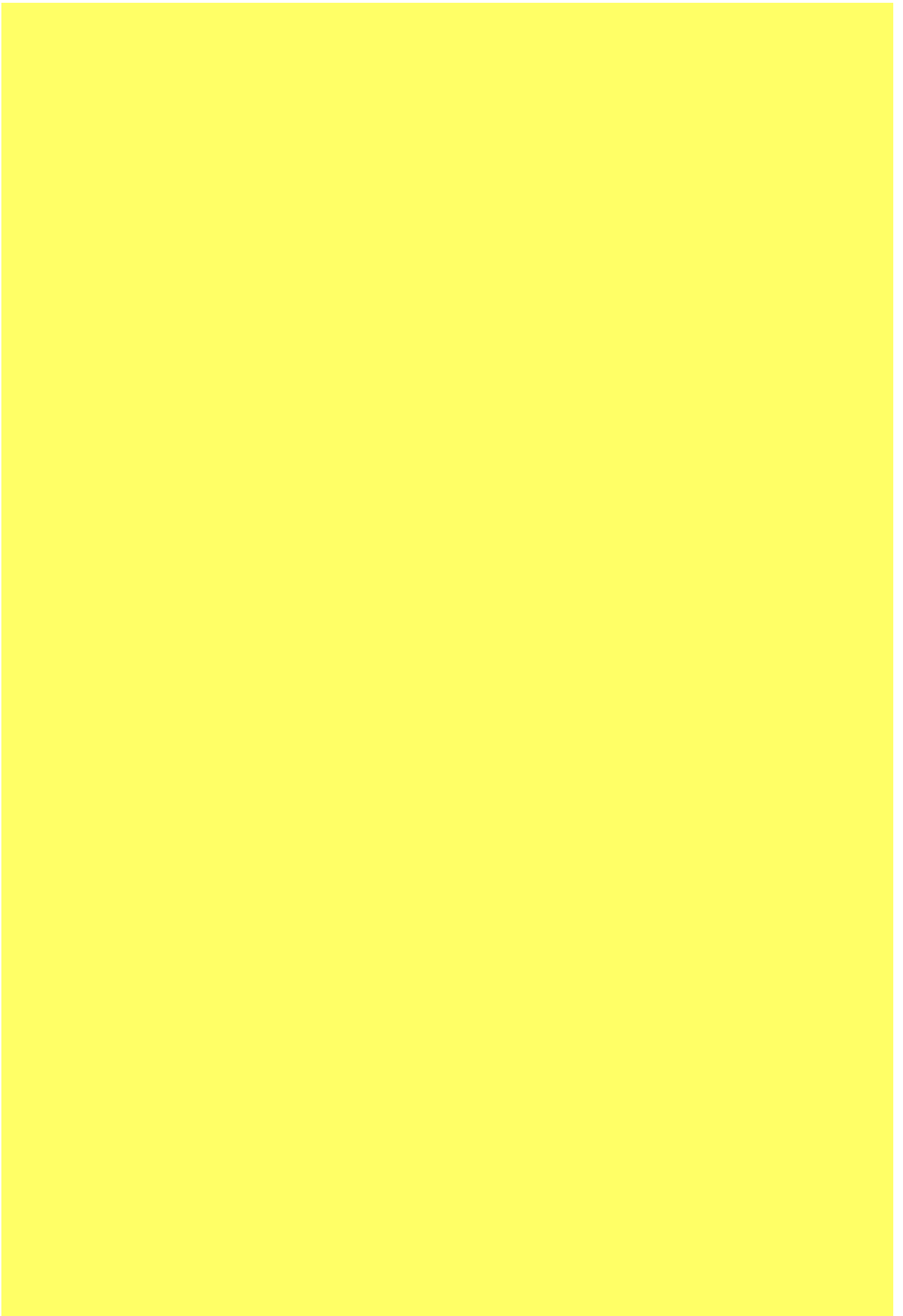
An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

**C.3.17 Provide copies of the contracts**

Provide to the successful Bidder the number of copies stated in the Quotation Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to Bidders for any action that is taken in applying these conditions of Quotation but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of Bidders or might prejudice fair competition between Bidders.



**PART T2: RETURNABLE DOCUMENTS**

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## **PART T 2.1: LIST OF RETURNABLE DOCUMENTS**

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The following documents are to be completed and returned as they constitute the Quotation. Whilst many of the returnable documentation 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 very important that Bidders return **all information requested**.

**RETURNABLE SCHEDULES REQUIRED FOR QUOTATION EVALUATION PURPOSES** (included hereafter for completion)

**OTHER DOCUMENTS REQUIRED FOR QUOTATION EVALUATION PURPOSES** (appendix 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)



## 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 returnables are required for 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 very important that Bidders return all information requested. The Bidder must complete the Returnable Documents in **black ink**:

| Schedule No. | Document   | Page    |
|--------------|--|---------|
| 1            | COMPULSORY ENTERPRISE QUESTIONNAIRE  | 24 - 25 |
| 2            | AUTHORITY OF SIGNATORY   | 26      |
| 3            | CERTIFICATE OF JOINT VENTURE   | 27      |
| 4            | CERTIFICATE OF SOLE PROPRIETOR   | 28      |
| 5            | CERTIFICATE OF CLOSE CORPORATION   | 29      |
| 6            | SCHEDULE OF COMPANY EXPERIENCE   | 30      |
| 7            | SCHEDULE OF SITE FOREMAN'S EXPERIENCE  | 31 - 33 |
| 8            | PROPOSED AMENDMENTS AND QUALIFICATIONS BY BIDDER                                       | 34      |
| 9            | DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES                                   | 35      |
| 10           | DECLARATION OF INTEREST (MBD 4B)   | 36 - 40 |
| 11           | TAX CLEARANCE REQUIREMENTS   | 41      |
| 12           | JOINT VENTURE AGREEMENT, IF APPLICABLE   | 42      |
| 13           | RECORD OF MINUTES AND ADDENDA TO QUOTATION DOCUMENTS                                   | 43      |
| 14           | PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 | 44 - 48 |
| 15           | DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES                         | 49 - 50 |
| 16           | CERTIFICATE OF INDEPENDENT BID DETERMINATION   | 51 - 52 |
| 17           | QUESTIONNAIRE  | 53      |
| 18           | CREDIT ORDER INSTRUCTION   | 54      |
| 19           | COIDA LETTER OF GOOD STANDING  | 55      |
| 20           | CIDB CONTRACTOR REGISTRATION   | 56      |
| 21           | CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION                        | 57      |
| 22           | PROOF OF B-BBEE CERTIFICATION  | 58      |
| 23           | HEALTH AND SAFETY PLAN   | 59      |
| 24           | PRELIMINARY WORKS PROGRAMME (in weeks)   | 60      |

### Other documents required for Quotation evaluation purposes.

Joint Venture Agreement (if applicable). Append to Schedule 3.

Documentary evidence / proof of registration and verification on CIDB Contractor Database. Append to Schedule 20.

Documentary evidence / proof of registration and verification on Cape Winelands District Municipality Supplier Database. Append to Schedule 21.

B-BBEE Verification Certificate. Append to Schedule 22.

### Returnable Schedules that will be incorporated into the Contract.

22: RECORD OF ADDENDA TO QUOTATION DOCUMENT

Preferencing Schedule(s)

14: PREFERENCING SCHEDULE – B-BBEE STATUS LEVEL CONTRIBUTION PREFERENCE

## PART T 2.1 Returnable Document checklist

Bidders are required to complete the schedule below indicating that all requested information has been submitted with their offer.

| Schedule No. | Document   | Please tick if enclosed |
|--------------|--|-------------------------|
| 1            | COMPULSORY ENTERPRISE QUESTIONNAIRE  |                         |
| 2            | AUTHORITY OF SIGNATORY   |                         |
| 3            | CERTIFICATE OF JOINT VENTURE   |                         |
| 4            | CERTIFICATE OF SOLE PROPRIETOR   |                         |
| 5            | CERTIFICATE OF CLOSE CORPORATION   |                         |
| 6            | SCHEDULE OF COMPANY EXPERIENCE   |                         |
| 7            | SCHEDULE OF SITE FOREMAN'S EXPERIENCE  |                         |
| 8            | PROPOSED AMENDMENTS AND QUALIFICATIONS BY BIDDER                                       |                         |
| 9            | DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES                                   |                         |
| 10           | DECLARATION OF INTEREST (MBD 4B)   |                         |
| 11           | TAX CLEARANCE REQUIREMENTS   |                         |
| 12           | JOINT VENTURE AGREEMENT, IF APPLICABLE   |                         |
| 13           | RECORD OF MINUTES AND ADDENDA TO QUOTATION DOCUMENTS                                   |                         |
| 14           | PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 |                         |
| 15           | DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES                         |                         |
| 16           | CERTIFICATE OF INDEPENDENT BID DETERMINATION   |                         |
| 17           | QUESTIONNAIRE  |                         |
| 18           | CREDIT ORDER INSTRUCTION   |                         |
| 19           | COIDA LETTER OF GOOD STANDING  |                         |
| 20           | CIDB CONTRACTOR REGISTRATION   |                         |
| 21           | CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION                        |                         |
| 22           | PROOF OF B-BBEE CERTIFICATION  |                         |
| 23           | HEALTH AND SAFETY PLAN   | Required Later          |
| 24           | PRELIMINARY WORKS PROGRAMME (in weeks)   |                         |

## PART T 2.2 Returnable Documents

### 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. **(Failure to do so may result in your bid being disqualified)**

| <b>Section 1:</b>   | <b>Name of enterprise:</b> .....  |                             |  |   |  |  |  |  |  |  |  |  |  |  |
|---|---|-----------------------------|--|---|--|--|--|--|--|--|--|--|--|--|
| <b>Section 2:</b>   | <b>VAT registration number, if any:</b> .....<br><br><b>Has and original and valid TAX clearance certificate been attached under Schedule 2D?</b> <span style="float: right;"><b>Yes / No</b></span>  |                             |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>Section 3:</b>   | <b>Has a B-BBEE status level verification certificate been submitted?</b> <span style="float: right;"><b>Yes / No</b></span><br><br><b>If yes, who was the certificate issued by? (Tick applicable box)</b><br><br><input type="checkbox"/> An accounting officer as contemplated in the Close Corporation Act.<br><input type="checkbox"/> A verification agency accredited by the South African National Accreditation System (SANAS).<br><input type="checkbox"/> A registered auditor.<br><br>NB. A B-BBEE status level verification certificate must be submitted to qualify for preference points for B-BBEE. |                             |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>Section 4:</b>   | <b>CIDB registration number, if any:</b> .....  |                             |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>Section 5:</b>   | <b>Particulars of sole proprietors and partners in partnership</b>  |                             |  |   |  |  |  |  |  |  |  |  |  |  |
|   | <table border="1"> <thead> <tr> <th>Name*</th> <th>Identity number*</th> <th>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  |   |                             |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>Section 6:</b>   | <b>Particulars of companies and close corporations</b>  |                             |  |   |  |  |  |  |  |  |  |  |  |  |
| Company registration number: .....  |   |                             |  |   |  |  |  |  |  |  |  |  |  |  |
| Close corporation number: .....   |   |                             |  |   |  |  |  |  |  |  |  |  |  |  |
| Tax reference number: .....   |   |                             |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>Section 7:</b>   | <b>Record of service of the state</b>   |                             |  |   |  |  |  |  |  |  |  |  |  |  |
| 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:   |   |                             |  |   |  |  |  |  |  |  |  |  |  |  |
| <table border="0"> <tr> <td> <input type="checkbox"/> a member of any municipal council<br/> <input type="checkbox"/> a member of any provincial legislature<br/> <input type="checkbox"/> a member of the National Assembly or the National Council of Province<br/> <input type="checkbox"/> a member of the board of directors of any municipal entity<br/> <input type="checkbox"/> an official of any municipality or municipal entity         </td> <td> <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)<br/> <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity<br/> <input type="checkbox"/> an employee of Parliament or a provincial legislature         </td> </tr> </table> |   |                             | <input type="checkbox"/> a member of any municipal council<br><input type="checkbox"/> a member of any provincial legislature<br><input type="checkbox"/> a member of the National Assembly or the National Council of Province<br><input type="checkbox"/> a member of the board of directors of any municipal entity<br><input type="checkbox"/> an official of any municipality or municipal entity | <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)<br><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity<br><input type="checkbox"/> an employee of Parliament or a provincial legislature |  |  |  |  |  |  |  |  |  |  |
| <input type="checkbox"/> a member of any municipal council<br><input type="checkbox"/> a member of any provincial legislature<br><input type="checkbox"/> a member of the National Assembly or the National Council of Province<br><input type="checkbox"/> a member of the board of directors of any municipal entity<br><input type="checkbox"/> an official of any municipality or municipal entity  | <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)<br><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity<br><input type="checkbox"/> an employee of Parliament or a provincial legislature   |                             |  |   |  |  |  |  |  |  |  |  |  |  |
| <b>If any of the above boxes are marked, disclose the following:</b> (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<br>(Tick appropriate column) |                       |
|--|---|--|-----------------------|
|  |   | current  | Within last 12 months |
|  |   |  |                       |
|  |   |  |                       |
|  |   |  |                       |
|  |   |  |                       |

**Section 8: 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:

|  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council<br><input type="checkbox"/> a member of any provincial legislature<br><input type="checkbox"/> a member of the National Assembly or the National Council of Province<br><input type="checkbox"/> a member of the board of directors of any municipal entity<br><input type="checkbox"/> an official of any municipality or municipal entity | <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)<br><input type="checkbox"/> a member of an accounting authority of any national or provincial public entity<br><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<br>(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 Quotating 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:     | ...../ ..... / 20..... |
| Print Name: |  | Position: |                        |

**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.....

| <b>Name of members / directors</b> | <b>Signature</b> | <b>Date</b> |
|------------------------------------|------------------|-------------|
|                                    |                  |             |
|                                    |                  |             |
|                                    |                  |             |
|                                    |                  |             |
|                                    |                  |             |
|                                    |                  |             |
|                                    |                  |             |

Note: If bidders attached a copy of their Authorized Signatory, it is not necessary to complete this form.

**SCHEDULE 3: CERTIFICATE FOR JOINT VENTURE (IF APPLICABLE)**

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.

| <b>NAME OF FIRM</b> | <b>ADDRESS</b> | <b>AUTHORISING SIGNATURE,<br/>NAME &amp; CAPACITY</b> |
|---------------------|----------------|---|
| Lead partner        |                |   |
|                     |                |   |
|                     |                |   |
|                     |                |   |

**SCHEDULE 4: CERTIFICATE FOR SOLE PROPRIETOR**

---

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

As witnesses:

|    |  |           |  |
|----|--|-----------|--|
| 1. |  | Chairman: |  |
| 2. |  | Date:     |  |

**SCHEDULE 5: 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 |
|------|---------|-----------|------|
|      |         |           |      |
|      |         |           |      |
|      |         |           |      |



**SCHEDULE 6: COMPANY EXPERIENCE**

---

**(ATTACH REFERENCE LETTERS)**

**SCHEDULE 7: SITE FOREMAN'S EXPERIENCE**

---

**(ATTACH CIRRICULUM VITAE)**

**SCHEDULE 7: SITE FOREMAN'S EXPERIENCE****Completed Contracts**

| EMPLOYER/ Contracting Site<br>(Name, Tel, Fax, Email) |  | DESCRIPTION OF WORK | VALUE OF WORK (INCL.<br>VAT) | DATE<br>STARTED | DATE<br>COMPLETED |
|---|--|---------------------|------------------------------|-----------------|-------------------|
| Company Name  |  |                     |                              |                 |                   |
| Contact Person  |  |                     |                              |                 |                   |
| Tel.  |  |                     |                              |                 |                   |
| E-mail  |  |                     |                              |                 |                   |
| Company Name  |  |                     |                              |                 |                   |
| Contact Person  |  |                     |                              |                 |                   |
| Tel.  |  |                     |                              |                 |                   |
| E-mail  |  |                     |                              |                 |                   |
| Company Name  |  |                     |                              |                 |                   |
| Contact Person  |  |                     |                              |                 |                   |
| Tel.  |  |                     |                              |                 |                   |
| E-mail  |  |                     |                              |                 |                   |
| Company Name  |  |                     |                              |                 |                   |
| Contact Person  |  |                     |                              |                 |                   |
| Tel.  |  |                     |                              |                 |                   |
| E-mail  |  |                     |                              |                 |                   |
| Company Name  |  |                     |                              |                 |                   |
| Contact Person  |  |                     |                              |                 |                   |
| Tel.  |  |                     |                              |                 |                   |
| E-mail  |  |                     |                              |                 |                   |

**SCHEDULE 7: SITE FOREMAN'S EXPERIENCE****Current & Completed Contracts**

| EMPLOYER/ Contracting Site<br>(Name, Tel, Fax, Email) |  | DESCRIPTION OF WORK | VALUE OF WORK (INCL.<br>VAT) | DATE<br>STARTED | DATE<br>COMPLETED |
|---|--|---------------------|------------------------------|-----------------|-------------------|
| Company Name  |  |                     |                              |                 |                   |
| Contact Person  |  |                     |                              |                 |                   |
| Tel.  |  |                     |                              |                 |                   |
| E-mail  |  |                     |                              |                 |                   |
| Company Name  |  |                     |                              |                 |                   |
| Contact Person  |  |                     |                              |                 |                   |
| Tel.  |  |                     |                              |                 |                   |
| E-mail  |  |                     |                              |                 |                   |
| Company Name  |  |                     |                              |                 |                   |
| Contact Person  |  |                     |                              |                 |                   |
| Tel.  |  |                     |                              |                 |                   |
| E-mail  |  |                     |                              |                 |                   |
| Company Name  |  |                     |                              |                 |                   |
| Contact Person  |  |                     |                              |                 |                   |
| Tel.  |  |                     |                              |                 |                   |
| E-mail  |  |                     |                              |                 |                   |
| Company Name  |  |                     |                              |                 |                   |
| Contact Person  |  |                     |                              |                 |                   |
| Tel.  |  |                     |                              |                 |                   |
| E-mail  |  |                     |                              |                 |                   |

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

**SCHEDULE 8: 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 C.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 9: DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES****PART A: PROPERTY OWNED BY ENTERPRISE OR DIRECTORS**

Please complete the following if property is owned by the enterprise, the proprietors, directors, or partners in their personal capacity, which must be confirmed by the relevant municipality (**ATTACH COPY OF MUNICIPAL ACCOUNT(S) NOT OLDER THAN 30 DAYS:**

Name of account holder: .....

Account number: .....

Account number: .....

**FOR MUNICIPAL USE ONLY**

I/we hereby certify that the municipal account details of our client.  
as indicated above is correct.

.....  
Name of municipal official (print name)

.....  
Signature of municipal official

Official date stamp of municipality

**PART B: PROPERTY LEASED BY ENTERPRISE OR DIRECTORS**

Please attach a sworn affidavit or a copy of your lease agreement if the property is leased by the enterprise or the proprietors or directors in their personal capacity, for which the aforementioned is not responsible for payment of municipal rates and taxes.

**PART C: WHERE PROPERTY IS NOT OWNED OR LEASED BY ENTERPRISE OR DIRECTORS**

Please attach a sworn affidavit from the proprietor or director of the enterprise confirming that the enterprise does not own or lease any property and that the aforementioned is not responsible for payment of any municipal rates and taxes.

I....., the undersigned, certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days.

.....  
Signature for and on behalf of the bidder

.....  
Date

**SCHEDULE 10: DECLARATION OF INTEREST (MBD 4 B)***(On behalf of the company and its directors/ members/ trustees/ principal shareholders<sup>2</sup>)*

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

|                 |  |           |            |    |
|-----------------|--|-----------|------------|----|
| 3.1             | Full Name of bidder or his or her representative   |           |            |    |
| 3.2             | Identity Number (person submitting this declaration)   |           |            |    |
| 3.3             | Position occupied in the Company (official/director/trustee/s shareholder <sup>2</sup> ):  |           |            |    |
| 3.4             | Company Registration Number  |           |            |    |
| 3.5             | Tax Reference Number   |           |            |    |
| 3.6             | VAT Registration Number  |           |            |    |
| 3.7             | The names of all directors/ members/ trustees/ principal shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below |           |            |    |
| 3.8             | Are you or any director/ member/ trustee/ principal shareholder presently in the service of the state?   |           | Yes        | No |
| 3.8.1           | 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: |            |    |
| 3.9             | Have you or any director/ member/ trustee/ principal shareholder been in the service of the state for the past twelve months?  |           | Yes        | No |
| 3.9.1           | 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: |            |    |

|                 |  |            |    |
|-----------------|--|------------|----|
| 3.10            | 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.<br>.....<br>.....   |     |    |

|        |  |     |    |
|--------|--|-----|----|
| 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.<br>.....<br>.....   |     |    |



|        |   |     |    |
|--------|---|-----|----|
| 3.15   | Is the supplier or any director/ member/ trustee/ principal shareholder 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)? | Yes | No |
| 3.15.1 | If yes, furnish particulars.<br>.....<br>.....  |     |    |

|        |  |     |    |
|--------|--|-----|----|
| 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.<br>.....<br>.....   |     |    |

|        |  |     |    |
|--------|--|-----|----|
| 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.<br>.....<br>.....<br>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 <b>every three</b> 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.<br>.....<br>.....   |     |    |

|    |  |                        |                                  |                                      |                                       |  |
|----|--|------------------------|----------------------------------|--------------------------------------|---------------------------------------|--|
| 4  | <b>MFMA Circular No 62 of July 2013</b> 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 bid submissions. <b><i>A <u>shareholder</u> is defined as a person who <u>owns</u> shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</i></b> |                        |                                  |                                      |                                       |  |
|    | <b>Full name of directors / trustees / shareholders</b>  | <b>Identity Number</b> | <b>% Shareholding in company</b> | <b>Personal Tax Reference Number</b> | <b>State Employee Number (Persal)</b> | <b>Municipal rates &amp; services account numbers (3.17.1)</b><br><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 bid/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:**

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

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

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

**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 11: TAX CLEARANCE REQUIREMENTS**

---

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

The tax status requirements as per MBD 1 (Part B) must be complied with. No contract will be awarded to any bidder that is not deemed tax compliant at the date of award.

Each party to a Consortium/Joint Venture shall comply to the conditions stated in MBD 1.

**SCHEDULE 12: JOINT VENTURE AGREEMENT, IF APPLICABLE**

---

The Bidder shall attach to this page a joint venture agreement, if applicable.

**SCHEDULE 13: 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 14: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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 THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### **1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to invitations to tender:

- 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 To be completed by the organ of state**

(a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

### **1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

|  | <b>POINTS</b> |
|--|---------------|
| <b>PRICE</b>                                     | <b>80</b>     |
| <b>SPECIFIC GOALS</b>                            | <b>20</b>     |
| <b>Total points for Price and SPECIFIC GOALS</b> | <b>100</b>    |

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### **2. DEFINITIONS**

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **“price”** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (c) **“Locality”** means an enterprise whose head office or primary place of business or regional or

satellite office is located within the boundaries of the Cape Winelands District Municipal Area or Western Cape Province

- (d) **“Proof of locality”** means a –
- 1) municipal account in the name of the tenderer not older than 90 days.
  - 2) lease agreement where the tenderer is the lessee of an official operating business premise; or
  - 3) an official letter from the bank confirming the registered business address of the tenderer.
- (e) **“Proof of B-BBEE status level of contributor”** means the B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- (f) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 \\
 Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

#### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 \\
 Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this



tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

| The specific goals allocated points in terms of this tender   | Number of points Allocated. (80/20 system) | Number of points claimed (80/20 system) |
|---|--|---|
|   | To be completed by the organ of state)     | To be completed by the tenderer)        |
| <b>B-BBEE status level of contributor</b>   | <b>10</b>                                  |   |
| <b>The promotion of enterprises located in the Western Cape Province for work to be done or services to be rendered in that province;</b>                       | <b>5</b>                                   |   |
| <b>The promotion of enterprises located in the Cape Winelands District Municipal area for work to be done or services to be rendered in that municipal area</b> | <b>5</b>                                   |   |

#### **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

Name and surname .....

Signature(s) of bidder(s).....

Date.....

Address.....

.....

**SCHEDULE 15: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system.
  - been convicted for fraud or corruption during the past five years.
  - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 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 bid.

| Item  | Question  | Yes                             | No                             |
|-------|---|---------------------------------|--------------------------------|
| 4.1   | 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?<br><br>(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).<br><br><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:   |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Quotation Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><b>The Register for Quotation Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>   | Yes<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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<br><input type="checkbox"/> | No<br><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 16: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

.....  
(Bid Number and Description)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. Without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
  - (a) Prices.
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors, or formulas used to calculate prices.
  - (d) The intention or decision to submit or not to submit, a bid.
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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

## SCHEDULE 17: QUESTIONNAIRE

### List all partners / members / directors of this enterprise

| Van / Surname / 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: / Inkcukach 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><b>**1.</b> Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op <b>ras</b>.<br/>Percentage of shareholding of persons (HBI) in the business historically disadvantaged because of unfair discrimination based on <b>race</b>.<br/>Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokobuhlanga</b>.</p>              | %   |
| <p><b>2.</b> Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op <b>geslag</b>.<br/>Percentage of shareholding of persons (HBI) in the business historically disadvantaged because of unfair discrimination based on <b>gender</b>.<br/>Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokwesini</b>.</p>              | %   |
| <p><b>3.</b> Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op <b>gestremdheid</b>.<br/>Percentage of shareholding of persons (HBI) in the business historically disadvantaged because of unfair discrimination based on <b>disability</b>.<br/>Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokobulwelve</b>.</p> | %   |
| <p><b>4.</b> Persentasie aandeelhouing van persone geklassifiseer as <b>jeug</b>. (18 – 35 Jaar oud).<br/>Percentage of shareholding of persons in the business classified as <b>youth</b>. (18 – 35 Years old)<br/>Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba <b>lulutsha</b> (18 – 35 Yeminyaka)</p>   | %   |
| <p><b>5.</b> Is u besigheid geleë binne die jurisdiksie van die Distriksmunisipaliteit? In / Uit<br/><br/>Is your business established within the area of jurisdiction of the District Municipality? In / Out<br/>Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle</p>   | <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> In/Ngaphakathi<br/><br/><input type="checkbox"/> Uit/Out/Ngaphandle </div> </div> |
| <p><b>6.</b> Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee<br/>Do you make use of local labour (job creation)? Yes / No<br/>Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi</p>   | <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Ja/Yes/Ewe<br/><br/><input type="checkbox"/> Nee/No/Hayi </div> </div>            |

## SCHEDULE 18: CREDIT ORDER INSTRUCTION

It is the policy of the Cape Winelands District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

## DETAILS OF FIRM/INSTITUTION

[illegible]

DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS:

|                 |  |                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|-----------------|--|---------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| NAME OF BANK    |  |                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| NAME OF BRANCH  |  |                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| BRANCH CODE     |  |                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| ACCOUNT NUMBER  |  |                           |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| TYPE OF ACCOUNT |  | 1 = Cheque<br>2 = Savings |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

I/we hereby request and authorise the Cape Winelands district municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

INITIALS AND SURNAME:

.....  
AUTHORISED SIGNATURE:

DATE:

.....  
TELEPHONE NUMBER:

## FOR BANK USE ONLY

I/we hereby certify that the details of our client's bank account as indicated on the credit order instruction is correct:

AUTHORISED SIGNATURE

OFFICIAL DATE STAMP

**FOR FULL SUPPLIER ACCREDITATION ALL PARTS MUST BE COMPLETED AND SIGNED**



**SCHEDULE 19: COIDA LETTER OF GOOD STANDING**

---

The successful bidder should ensure that before any work commences on site that every principal contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 (Act 130 of 1993).

The Bidder, by signing this schedule, declares that the contractor adheres to the statutory requirement, as applicable.

|             |  |           |  |
|-------------|--|-----------|--|
| Signature:  |  | Date:     |  |
| Print Name: |  | Position: |  |
| Bidder:     |  |           |  |

**SCHEDULE 20: CIDB CONTRACTOR REGISTRATION**

Refer to Quotation Data clauses C.2.1.2, C.2.23.3 and C.3.13.1:

I/We hereby confirm my/our registration on the Construction Industry Development Board (CIDB) Contractor Database:

| COMPANY NAME | CIDB CONTRACTOR<br>GRADING DESIGNATION | CRS REGISTRATION<br>NUMBER<br>AS APPLICABLE |
|--------------|--|---|
|              |  |   |

I/We attach a printed copy of the Active Contractor's Listing off the CIDB website [www.cidb.org.za](http://www.cidb.org.za) as documentary proof of the Contractor's Registration issued by the Construction Industry Development Board (CIDB) to this schedule.

Where a Bidder satisfies CIDB Contractor grading designation requirements through joint venture formation, such Bidders must submit the Certificates of Contractor Registration in respect of each partner.

Failure to affix such documentation as proof of Contractor Enterprise registration as prescribed to this Schedule shall result in this Quotation not being further considered for the award of the Contract.

|             |  |           |  |
|-------------|--|-----------|--|
| Signature:  |  | Date:     |  |
| Print Name: |  | Position: |  |
| Bidder:     |  |           |  |

## SCHEDULE 21: CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION

|   |  |   |
|---|--|---|
| Company Name  |  |   |
| CWDM Supplier Database  | Registered                               | <input type="checkbox"/> Yes <input type="checkbox"/> No (tick appropriate box) |
|   | Supplier Code                            |   |
| Central Supplier Database<br>(a copy of the CSD<br>summary report must be<br>attached to this schedule) | Registered                               | <input type="checkbox"/> Yes <input type="checkbox"/> No (tick appropriate box) |
|   | Supplier Code                            |   |
|   | Unique 36 Character<br>Registration Code |   |

Bidders who are not registered on the CWDM and/or Central Supplier Databases are not precluded from submitting Quotations but must however be registered prior to the evaluation of Quotations in order for their Quotations to be responsive.

In this regard it is the sole responsibility of bidders to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

|             |  |           |  |
|-------------|--|-----------|--|
| Signature:  |  | Date:     |  |
| Print Name: |  | Position: |  |
| Bidder:     |  |           |  |

### \* Cape Winelands District Municipality and Central Supplier Database Registration

Only those bidders who are registered on the Cape Winelands District Municipality's Supplier Database and the Central Supplier Database as a service provider prior to the closing date of this bid are eligible to have their Quotations evaluated. The employer will only enter into a formal contract with a bidder who is registered on both databases. In the case of Joint Venture partnerships this requirement will apply individually to each party of the Joint Venture.

Bidders who wish to register on the Cape Winelands District Municipality Supplier Database may download the supplier application form from our website [www.capewinelands.gov.za](http://www.capewinelands.gov.za)

Bidders who wish to register on the Central Supplier Database may do so online on [www.csd.gov.za](http://www.csd.gov.za) and click on the REGISTER A NEW CSD ACCOUNT tab.

**SCHEDULE 22: PROOF OF B-BBEE CERTIFICATION**

---

**I/We attach a printed copy of the company B-BBEE CERTIFICATE.**

Failure to affix such documentation as proof of **B-BBEE CERTIFICATE** will be interpreted to mean that preference points for specific goals are not claimed.

|             |  |           |  |
|-------------|--|-----------|--|
| Signature:  |  | Date:     |  |
| Print Name: |  | Position: |  |
| Bidder:     |  |           |  |

**SCHEDULE 23: 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 five (5) calendar days from date of 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).

|             |  |           |  |
|-------------|--|-----------|--|
| Signature:  |  | Date:     |  |
| Print Name: |  | Position: |  |
| Bidder:     |  |           |  |

**(Only required after appointment)**

## SCHEDULE 24: PRELIMINARY WORKS PROGRAM

---

The Bidder shall prepare and submit a programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for the Contract, to this page.

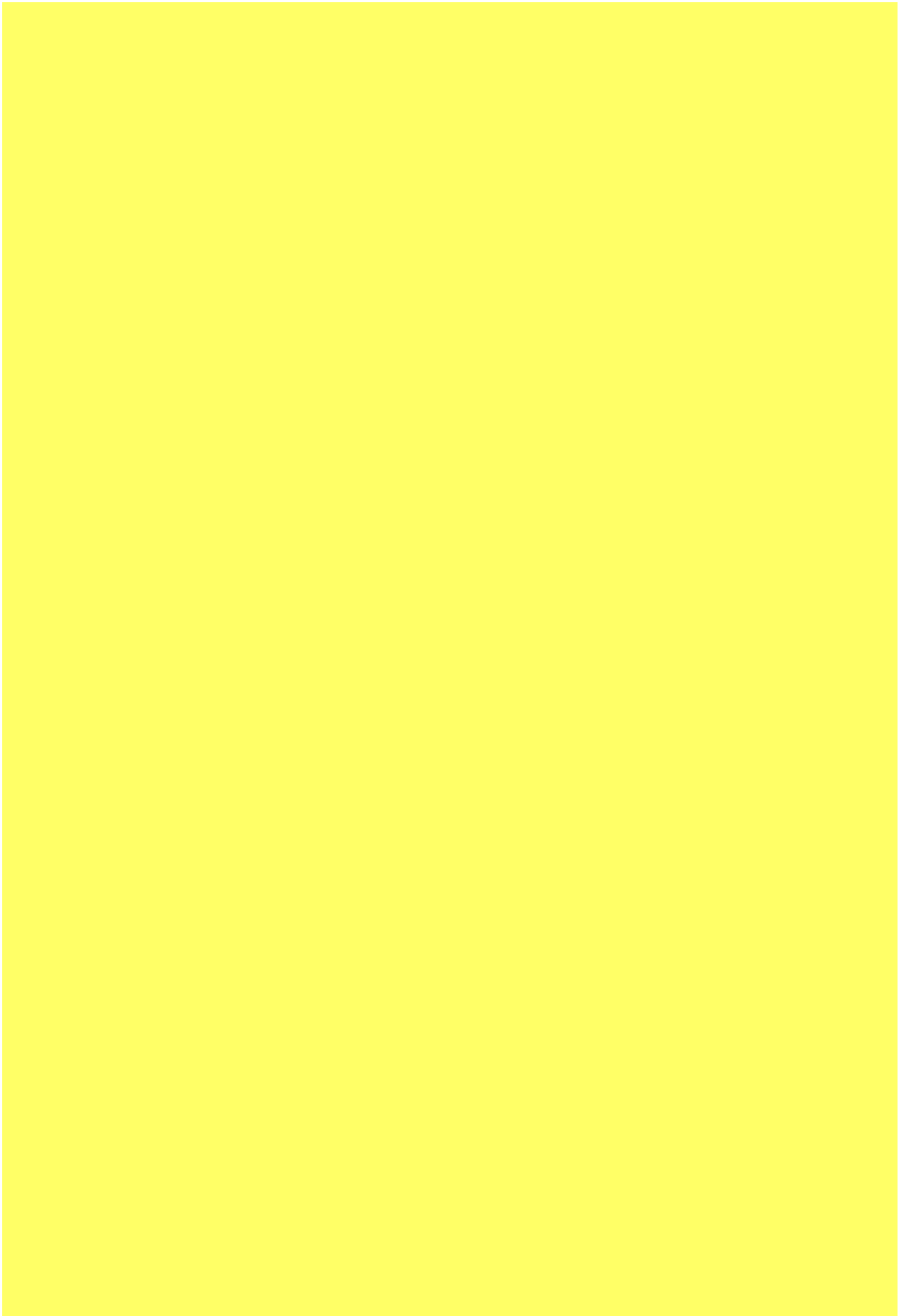
This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The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

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

**Details of the preliminary programme (in weeks) shall be appended to this Schedule.**

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

|             |  |           |  |
|-------------|--|-----------|--|
| Signature:  |  | Date:     |  |
| Print Name: |  | Position: |  |
| Bidder:     |  |           |  |



# THE CONTRACT

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## Part C1: Agreements and Contract Data

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|  | Pages |
|--|-------|
| C1.1 Form of Offer and Acceptance .....            | 63-69 |
| C1.2 Contract Data.....                            | 70-72 |
| C1.3 Occupational Health and Safety Agreement..... | 73-74 |

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## Part C2: Pricing Data

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|                               | Pages |
|-------------------------------|-------|
| C2.1 Pricing Assumptions..... | 76    |
| C2.2 Bill of Quantities.....  | 77-79 |

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## Part C3: Scope of Works

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|                         | Pages |
|-------------------------|-------|
| C3.1 Scope of Work..... | 82-91 |

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

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**IMPORTANT NOTE:**

The Quotation Form (Offer by Bidder) shall be completed and signed by all Bidders. 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 2024/066: SUPPLY AND INSTALL OF STOCK-PROOF PERIMETER FENCING FOR TWO BORROW PITS OUTSIDE OF MONTAGUE**

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.

|   |               |                   |               |
|---|---------------|-------------------|---------------|
| <b>OFFER</b>  |               |                   |               |
| <b>Total brought forward from Page 78</b>   |               | R _____           |               |
| <b>Allow the sum of R 5,000.00 (Ten Thousand Rand) NET for contingencies to be used as directed by the Employer's Agent subject to approval or deducted in whole or part as required.</b> |               | R <u>5,000.00</u> |               |
| <b>SUB-TOTAL</b>  |               | R _____           |               |
| <b>Add: VAT @ 15%</b>   |               | R _____           |               |
| <b>QUOTATION AMOUNT</b>   |               | R _____           |               |
| <b>Quotation</b>  | <b>amount</b> | <b>in</b>         | <b>words:</b> |
| .....   |               |                   |               |
| .....   |               |                   |               |
| .....   |               |                   |               |

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 capitals):

**Capacity:** (of Signatory):

**Name of Bidder:** (*organisation*): .....

Address: .....

.....Telephone number: .....

Email address: .....

**Witness:** .....

**Signature:** .....

**Name:** (*in capitals*): .....

**Date:** .....

***[Failure of a Bidder to complete and sign this Form of Offer will invalidate the Quotation]***

## 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 (s): .....

Name(s): .....

Capacity for the Bidder: .....

Name of organization: .....

Name and Signature of Witness: .....Date: .....

**SCHEDULE OF DEVIATIONS**

**Notes:**

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:** .....

.....

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 capitals*)

**Capacity:** .....

**Name of Bidder** (*organisation*) .....

**Address:** .....

.....

**Witness: Signature:** ..... **Name** (*in capitals*): .....

**Date:** .....

**For the Employer:**

**Signature:** .....

**Name:** (*in capitals*)

**Capacity:** .....

**Name of Employer** (*organisation*) .....

**Address:** .....

.....

**Witness: Signature:** ..... **Name** (*in capitals*): .....

**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:

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

**For the Contractor:**

**Signature:** .....

**Name:** *(in capitals)* .....

**Capacity:** .....

**Name of Contractor** *(organisation)* .....

**Address:** .....

**Witness: Signature:** ..... **Name** *(in capitals)*: .....

**Date:** .....

**For the Employer:**

**Signature:** .....

**Name:** *(in capitals)* .....

**Capacity:** .....

**Name of Employer** *(organisation)* .....

**Address:** .....

**Witness: Signature:** ..... **Name** *(in capitals)*: .....

**Date:** .....

## C1.2 Contract Data (Part 1)

---

### General Conditions of Contract

The General Conditions of Contract are the *General Conditions of Contract for Construction Works, Third Edition (2015)*, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 are applicable to this Contract and are obtainable from [www.saice.org.za](http://www.saice.org.za).

The Conditions of Contract is available for inspection and scrutiny at the offices of the Employer's Agent.

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

### PART 1: APPENDIX TO PART 1 - DATA PROVIDED BY THE EMPLOYER

| Clause          | Wording  |
|-----------------|--|
| <b>1</b>        | <b>General</b>   |
| <b>1.1.1.14</b> | <b>Due Completion Date</b><br><u>Add:</u><br>The Completion Date will be the date on the Works Programme as agreed upon.<br>The project should be completed not later than <b>30 September 2024 or as mutually agreed.</b>   |
| <b>1.1.1.15</b> | <b>Employer</b><br><u>Add:</u><br>The Employer is the <b>CAPE WINELANDS DISTRICT MUNICIPALITY</b>  |
| <b>1.2.1.2</b>  | <b>Employer's Address</b><br><u>Add:</u><br>The address of the Employer is:<br>Address: 46 Alexander Street<br>P.O. Box 100<br>Stellenbosch<br>7599<br>Telephone: 086 126 5263   |
| <b>1.1.1.16</b> | <b>Employer's Agent</b><br><u>Add:</u><br>The authorised and designated representative of the Employer is:<br>Designation: Director: Roads<br>Name: H. Maart<br><br><b>Employer's Agent's Address</b><br><u>Add:</u><br>The address for receipt of communications is:<br>E-mail: <a href="mailto:henry.maart@capewinelands.gov.za">henry.maart@capewinelands.gov.za</a><br>Address: 29 du Toit Street<br>P.O. Box 100<br>Stellenbosch<br>7599<br>Telephone: 021 888 5150 |
| <b>1.1.1.26</b> | <b>Pricing Strategy</b><br><u>Add:</u><br>The Pricing Strategy is a Re-measurable Contract.  |
| <b>1.1.1.29</b> | <b>Site</b><br><u>Add:</u><br>The two sites are outside the town of Montague, in the Langeberg areas, in the CWDM. Locality map is on page 85.   |
| <b>1.2.1.2</b>  | Any written communication between the parties shall be delivered at the address of the Employer or the Employer's Agent. This includes email communication.  |
| <b>1.3.6</b>    | <b>Employer's Copyright</b><br><u>Add:</u><br>Copyright of documents prepared for the different Projects shall be vested with the Employer.  |



- 5.2 Commencement of the contract**  
Add:  
**5.2.1** The commencement of the contract will be the date which appears on the Appointment Letter issued by the Employer's Agent.
- 5.3 Commencement of the Works**  
Add:  
 The commencement of the Works will be the date which appears on the Works Programme agreed.
- 5.3.1** The documentation required before commencement with the Works execution are:
- Works Programme (with document)
  - Health and Safety Plan (after award)
  - Public Liability Insurance (after award)
- 5.3.2** The time to submit the documentation required before commencement of the works is within five (5) working days of the award of the Quotation.
- 5.11 Suspension of the Works by the Employer**  
Add:  
 The Period of Suspension shall not exceed three (3) months from the date of issue of a Written Order.
- 5.13 Penalty for Delay**  
Add:  
**5.13.1** The penalty for late completion or failing to complete the Works is R 750.00 for every day that elapses between the due Completion Date and the actual date of Practical Completion including non-working and special non-working days.
- 5.14.1 Practical Completion**  
Add:  
 The time for Practical Completion is the date as it appears on the Works Programme as agreed upon.
- 5.16.3 Latent Defects Liability Period**  
Add:  
 The Latent Defects Period for the Project is six (6) months from the date of the issue of the Certificate of Completion
- 6.8 Adjustment in rates and/or prices**  
Add:  
**6.8.2** The contract price shall not be subject to any contract price adjustment and the rates and prices Quotated in the Bill of Quantities shall be final and binding throughout the period of the contract.
- 6.10 Payments**  
**Interim Payments**  
Add:  
**6.10.1** The Contractor shall deliver to the Employer's Agent a monthly statement for payment of all amounts he considers to be due to him for payment subject to approval, for payment within 30 days from the date of the invoice.
- 6.10.1.5** No payments will be made for material brought on to site but not yet built into the Permanent Works.
- 6.10.3. Retention**  
Add:  
 The limit of Retention Money will be 5% per Payment Certificate to the maximum of 5% of the contract value. The retention money will be released within 14 days of the expiration of the latent Defects Liability Period, the date of issue of the Final Approval Certificate.
- 8.6.1.3 Public Liability Insurance**  
Add:  
 The successful contractor must ensure that he/she has adequate Public Liability Insurance that will cover any possible claim(s) arising from or during the fulfilment of the Contract, irrespective of the amount of such claim(s). For this contract, a minimum amount of R2 000 000-00 will be required for Public Liability Insurance.
- 10.4 Amicable Settlement**  
Add:  
**10.4.1** Interim settlement of disputes shall be by Mediation.
- 10.7 Arbitration**  
Add:  
**10.7.1** The determination of disputes shall be by arbitration, if mediation fails.

**C1.2 Contract Data (Part 2)**

|  |   |  |   |   |   |   |  |  |  |  |  |  |  |  |
|--|---|--|---|---|---|---|--|--|--|--|--|--|--|--|
| 1  | Name of Bidder  |  |   |   |   |   |  |  |  |  |  |  |  |  |
| 2  | Postal address  |  |   |   |   |   |  |  |  |  |  |  |  |  |
| 3  | Street address  |  |   |   |   |   |  |  |  |  |  |  |  |  |
| 4  | Telephone number  |  |   |   |   |   |  |  |  |  |  |  |  |  |
| 5  | Company Registration Number is  |  |   |   |   |   |  |  |  |  |  |  |  |  |
| 6  | Income Tax Reference Number   |  |   |   |   |   |  |  |  |  |  |  |  |  |
| 7  | VAT Reference Number  |  |   |   |   |   |  |  |  |  |  |  |  |  |
| 8  | COIDA certificate number  |  |   |   |   |   |  |  |  |  |  |  |  |  |
| The authorised and designated representative of the Service Provider is: |   |  |   |   |   |   |  |  |  |  |  |  |  |  |
| 9  | Name  |  |   |   |   |   |  |  |  |  |  |  |  |  |
| 10   | Cellular phone number   |  |   |   |   |   |  |  |  |  |  |  |  |  |
| 11   | E-mail:   |  |   |   |   |   |  |  |  |  |  |  |  |  |
| 12   | Telephone number  |  |   |   |   |   |  |  |  |  |  |  |  |  |
| <b>CSD registration number</b>   |   | <table border="1"> <tr> <td>M</td> <td>A</td> <td>A</td> <td>A</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> | M | A | A | A |  |  |  |  |  |  |  |  |
| M  | A   | A  | A |   |   |   |  |  |  |  |  |  |  |  |
| 1  | The Period of Performance is till final completion including retention period |  |   |   |   |   |  |  |  |  |  |  |  |  |
|  | The Key Persons and their jobs / functions in relation to the services are:   |  |   |   |   |   |  |  |  |  |  |  |  |  |
|  |   |  |   |   |   |   |  |  |  |  |  |  |  |  |
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**C1.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**CONTRACT No. Q 2024/066: SUPPLY AND INSTALL OF STOCK-PROOF PERIMETER FENCING FOR TWO BORROW PITS OUTSIDE OF MONTAGUE**

**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

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 the 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.

C2. PRICING DATA

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|                                 |             |
|---------------------------------|-------------|
|                                 | <b>Page</b> |
| C2.1: PRICING ASSUMPTIONS ..... | 76          |
| C2.2: BILL OF QUANTITIES .....  | 77-79       |

## C2.1: PRICING ASSUMPTIONS

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### 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.

While it is entirely at the Bidder's discretion as regards pricing the Bill of Quantities, guideline tariffs of fees or indicative time-based fee rates are gazetted annually by each of the built environment professional bodies, which are useful documents that will give Bidders some idea of industry norms against which they may compare their rates, sums, percentage fees and / or price as applicable.

#### C2.1.1.3 QUANTITIES REFLECTED IN THE SCHEDULE

The quantities reflecting in the Bill of Quantities and the Quotation rates as per the Bill of Quantities will be the amounts used to evaluate and award the Quotation.

The Contract Price for the completed contract shall be according to the Bill of Quantities.

#### C2.1.1.4 PRICING OF THE BILL OF QUANTITIES

##### OVERVIEW

The Bills of Quantities include normal services and additional services when needed. The Form of Offer will be approved for purposes of finalising the final account of the successful service provider.

Where products and services are rendered free of charge, in such instance the rate or price must be indicated as **R0.00**

## C2.2: BILL OF QUANTITIES

### BILL OF QUANTITIES (Page 1/2)

| Number      | Item Description  | Unit  | Quantity | Rate | Amount R          |
|-------------|---|---|----------|------|-------------------|
| <b>1000</b> | <b>GENERAL</b>  |   |          |      |                   |
| <b>1300</b> | <b>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</b>   |   |          |      |                   |
| 13.01       | Contractual requirements  | Sum   | 1        |      |                   |
| 13.02       | Site supervision  | Sum   | 1        |      |                   |
| 13.03       | Health and Safety (Admin, tools & clothing)   | Sum   | 1        |      |                   |
| 13.04       | Security for site, store or containers  | Sum   | 1        |      |                   |
| 13.05       | Chemical Toilets on site  | No  | 2        |      |                   |
| 13.06       | Store / Container for equipment   | No  | 2        |      |                   |
| 13.07       | Land Surveyor to check, set out & certify   |   |          |      |                   |
|             | (i) Check existing control points   | No  | 6        |      |                   |
|             | (ii) Set out fence corners with steel pegs  | No  | 14       |      |                   |
| 13.08       | Borrow pit name board on poles near gate  | PC Sum  | 2        | -    | <b>R15 000-00</b> |
| <b>5000</b> | <b>ANCILLARY ROADWORKS</b>  |   |          |      |                   |
| <b>5500</b> | <b>FENCING</b>  |   |          |      |                   |
| 55.01       | Clearing the fence line, 2m wide strip  | km  | 1.2      |      |                   |
| 55.02       | Supply and erect new fencing material for new fences and for supplementing material in existing fences which are being repaired or removed: |   |          |      |                   |
|             | (a) Zinc-coated barbed wire (SABS 675) as per drawing WCS/55/1/C2   |   |          |      |                   |
|             | (i) High-tensile-grade, single-strand 3,15mm x 2,50mm oval-shaped wire  |   |          |      |                   |
|             | (1) Galvanised, Class A   | km  | 5.1      |      |                   |
|             | (b) Zinc-coated smooth wire (SABS 675) as per drawing WCS/55/1/C2   |   |          |      |                   |
|             | (i) 4,0mm dia, mild steel straining wire, Grade C galvanised  | km  | 0.5      |      |                   |
|             | (ii) 2,24mm dia, high tensile fencing wire  |   |          |      |                   |
|             | (1) Galvanised, Grade A   | km  | 4.1      |      |                   |
|             | (iii) 2,50mm dia, mild-steel tying wire, Grade C galvanised   | To be included in rates for items 55.02 a & b |          |      |                   |
|             | (g) Standards as per drawing WCS/55/1/C2  |   |          |      |                   |
|             | (iii) 100 – 125 Top dia. Treated timber poles   |   |          |      |                   |

|  |  |    |     |  |  |
|--|--|----|-----|--|--|
|  | 2000mm long (embedded in 1:10 cement /soil mix)  | No | 80  |  |  |
|  | (h) Droppers as per drawing WCS/55/1/C2  |    |     |  |  |
|  | (i) 40mm dia. Treated timber droppers  | No | 300 |  |  |
|  | (i) Straining posts, stays and anchors as per drawing WCS/55/1/C2  |    |     |  |  |
|  | (i) Vertical   |    |     |  |  |
|  | (2) Timber straining posts (125 – 150 Top dia. Treated timber pole 2400mm long. (embedded in Class 20/19 concrete) | No | 30  |  |  |
|  | (ii) Inclined:   |    |     |  |  |
|  | (3) Wire stays and anchors (4 cord, 4mm dia, mild steel straining wire, Grade C galvanised)                        | No | 60  |  |  |
|  | (iii) Horizontal   |    |     |  |  |
|  | (2) Timber stays and anchors (100 – 125 Top dia. Treated timber pole approximately 1100mm long.                    | No | 30  |  |  |
| 55.03  | New gates (SABS 763) as per drawing WCS/55/1/C5  |    |     |  |  |
|  | (i) 5m 'w' pattern   | No | 2   |  |  |
|  |  |    |     |  |  |
|  |  |    |     |  |  |
| Sub Total                                    |  |    |     |  |  |
| Transfer sub total to OFFER table on page 64 |  |    |     |  |  |



**DECLARATION (In respect of completeness of Quotation)**

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CAPE WINELANDS DISTRICT MUNICIPALITY  
29 Du Toit Street  
STELLENBOSCH  
7600

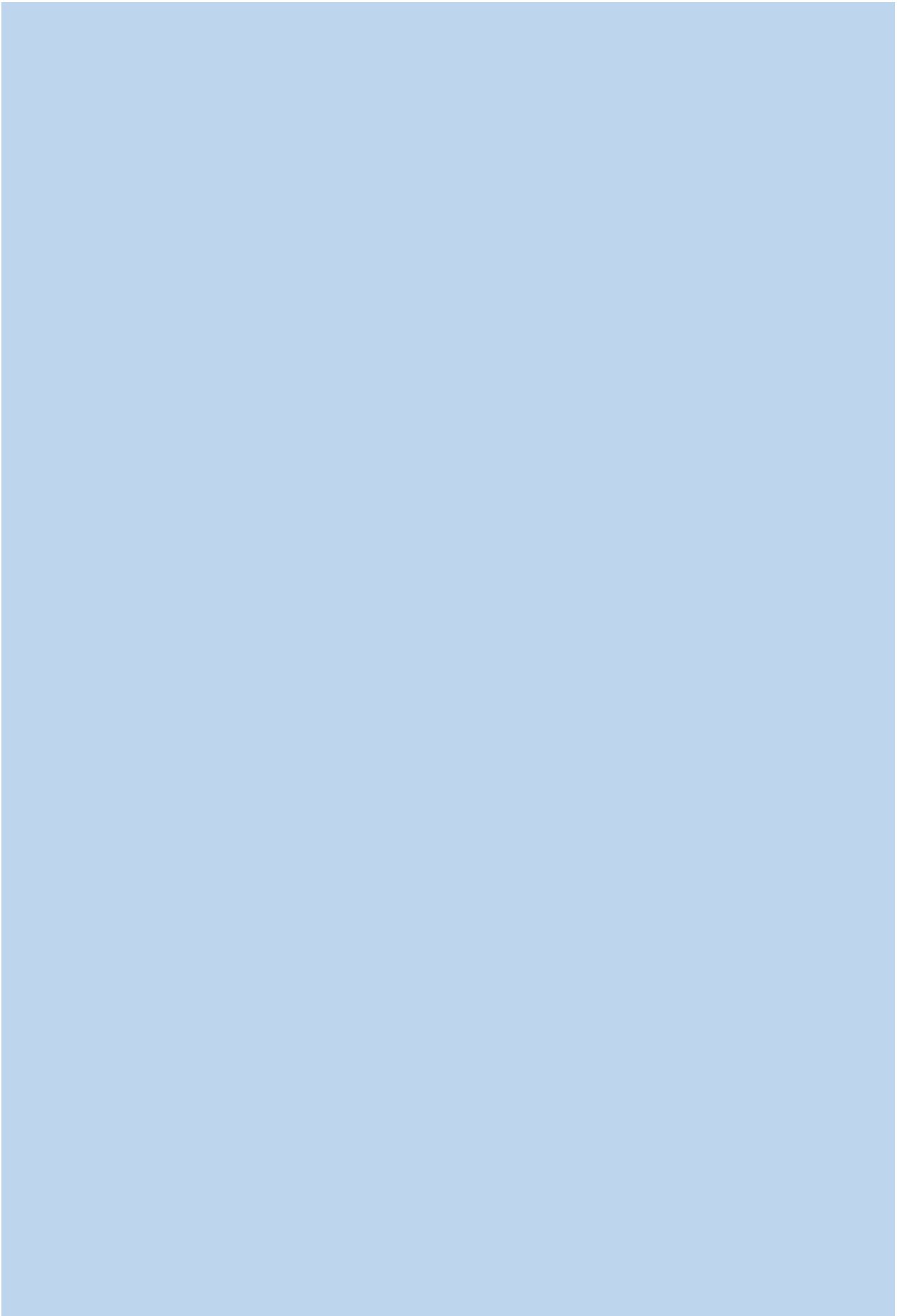
**I/We, the undersigned, do hereby declare that the preceding pages are the Bill of Quantities forming Part C2.2 of this Contract Document upon which my / our Quotation for Q 2024/066: SUPPLY AND INSTALL OF STOCK-PROOF PERIMETER FENCING FOR TWO BORROW PITS OUTSIDE OF MONTAGUE**

**Signature:** *(of person authorized to sign the Quotation)* .....

**Name:** *(of signatory in capitals)*:

**Capacity:** *(of Signatory)*:

**Name of Bidder:** *(organisation)*: .....



PART C3: SCOPE OF WORK

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|                                 | Page  |
|---------------------------------|-------|
| C3.1 Description of Works ..... | 82-91 |

## C3.1: DESCRIPTION OF WORKS

### C3.1.1 PURPOSE

C3.1.1.1 The Cape Winelands District Municipality invites quotations from Service Providers for the supply and installation of a new stock-proof fencing on two borrow pit sites outside of Montagu.

### C3.1.2 BACKGROUND AND OBJECTIVES

C3.1.2.1 Fencing around the borrow pits is to create safety for humans and animals from potentially hazardous mining activities and conditions within the borrow pits site perimeter. This is a condition of the borrow pit approval.

### C3.1.3 SCOPE OF WORK

C3.1.3.1 The works involved the supply and installation of a new wire perimeter fence and lockable pedestrian access gates.

### C3.1.4 PRODUCT SPECIFICATION

C3.1.4.1 The project specification is explained in the following information contained in this document:

The Bill of Quantities on page 77 & 78.

The Site information of the borrow pit fences included after page 86.

- MR00294/44.75/R/900
- MR00294/29.55/R/50/A/74

The Western Cape Provincial Administration- Standard Plans Specification Drawings after page 87

- WCS/55/1/C2 – Detail of stock-proof fencing
- WCS/55/1/C5 – Detail of gates

C3.1.4.5.2 All connections and joints shall be welded to form rigid frames or assembled with corner fittings.

C3.1.4.5.3 Hinges shall not twist or turn under the action of the gate, shall be so arranged that a closed gate cannot be lifted off the hinges to obtain entry.

### C3.1.5 GENERAL

C3.1.5.1 The sites must be kept clean and tidy at all times, with all waste being collected periodically. Adjacent to the sites are farms with livestock that could succumb if they eat foreign food or objects.

C3.1.5.2 This Quotation 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 Employer's Agent on this project for verification and recording purposes. No claim for "standing time" will be entertained unless the proper procedures have been followed.

C3.1.5.3 The contractor must allow in his Quotation for chemical toilets. Enough toilet paper as well as sundry toilet cleaning material and equipment must be supplied by the contractor. The toilets must be cleaned regularly.

### C3.1.6 REPORTING LINES

C3.1.6.1 The successful Service Provider will perform its services under control and management of the Employer's Agent. No instructions are to be taken from any Councillor or other employee from the Cape Winelands District Municipality other than the appointed Agent.

### C3.1.7 RISKS

C3.1.11.1 In the event of the successful Service Provider being unable to perform its duties under this appointment, or if in the opinion of the Municipality the progress of work, or the quality thereof is not satisfactory, the Municipality shall be entitled to cancel the contract. The Service Provider will

however first be granted the opportunity to rectify his mistakes within a mutually agreed time frame and quality of work expected. Where any damage is caused due to negligence by the Service Provider, the Service Provider shall be held responsible and shall make good such damage at his/her own expense to the satisfaction of the Municipality, and with the minimum disruption of essential services. Where the municipality is forced to carry out any repairs due to the Service Provider's activities, the cost will be billed to the appointed Contractor.

## **LOCALITY OF SITE**

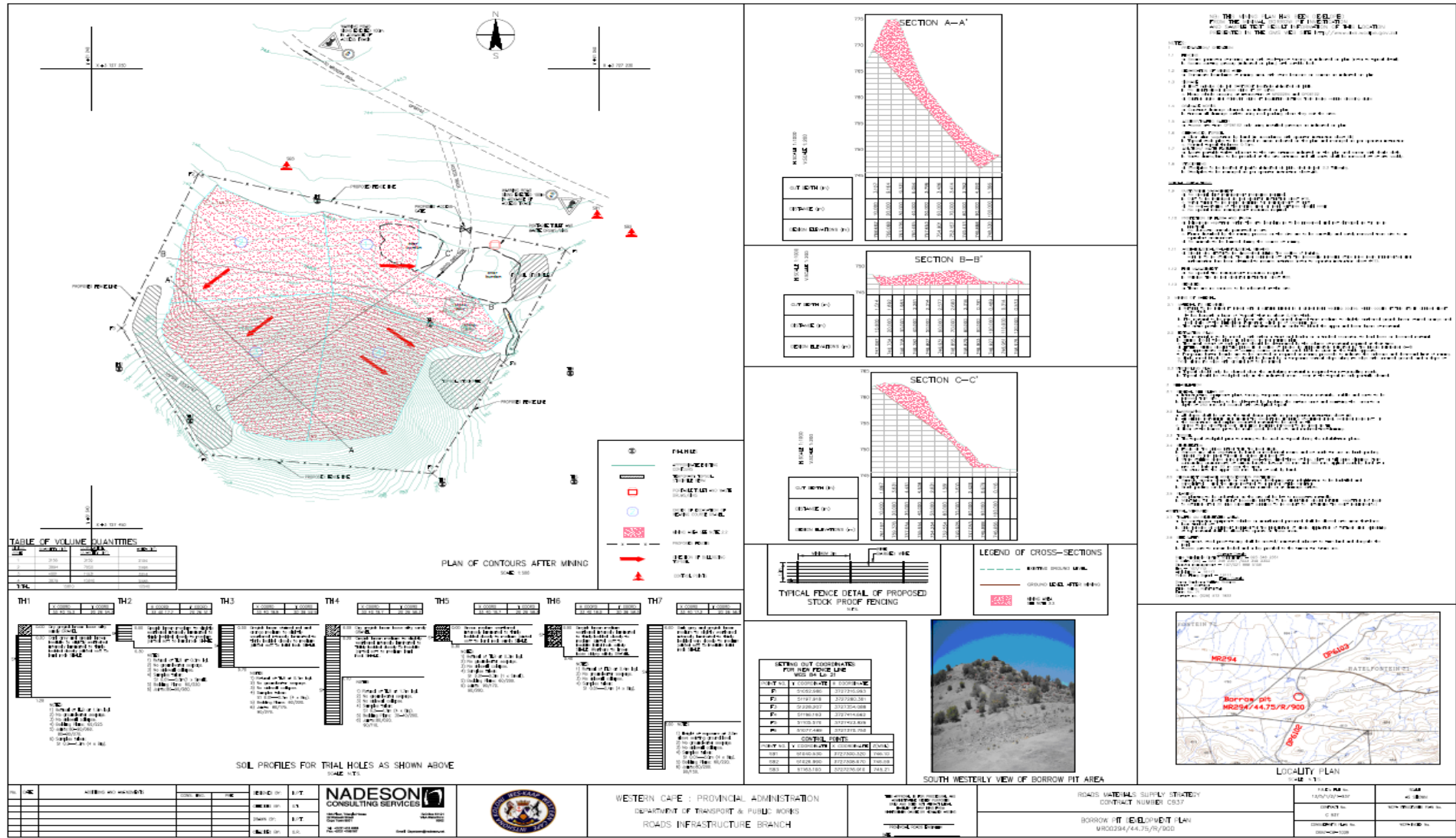
## LOCALITY OF BORROW PIT SITES (n.t.s.)





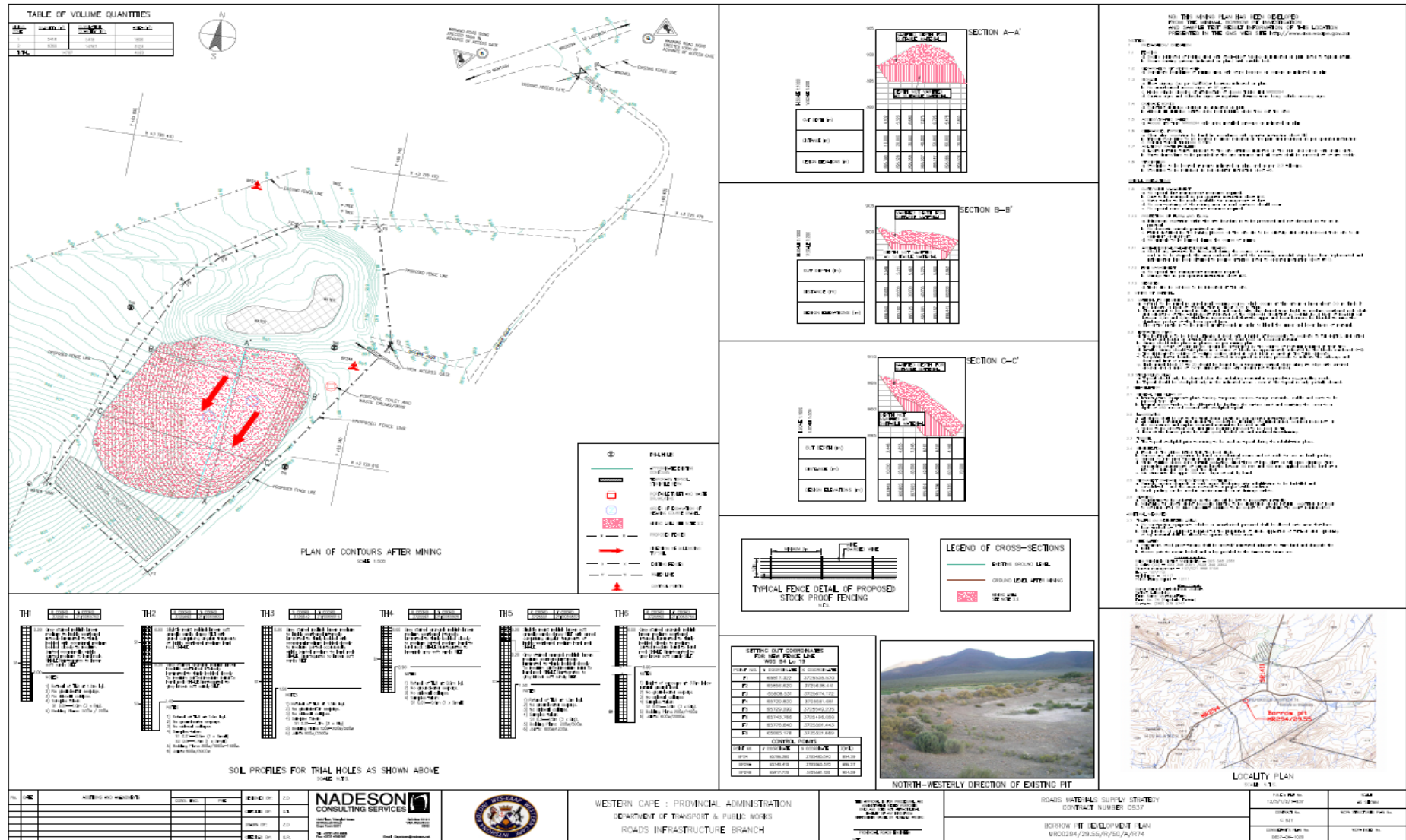
# SCOPE OF WORK

MR00294/44.75/R/900



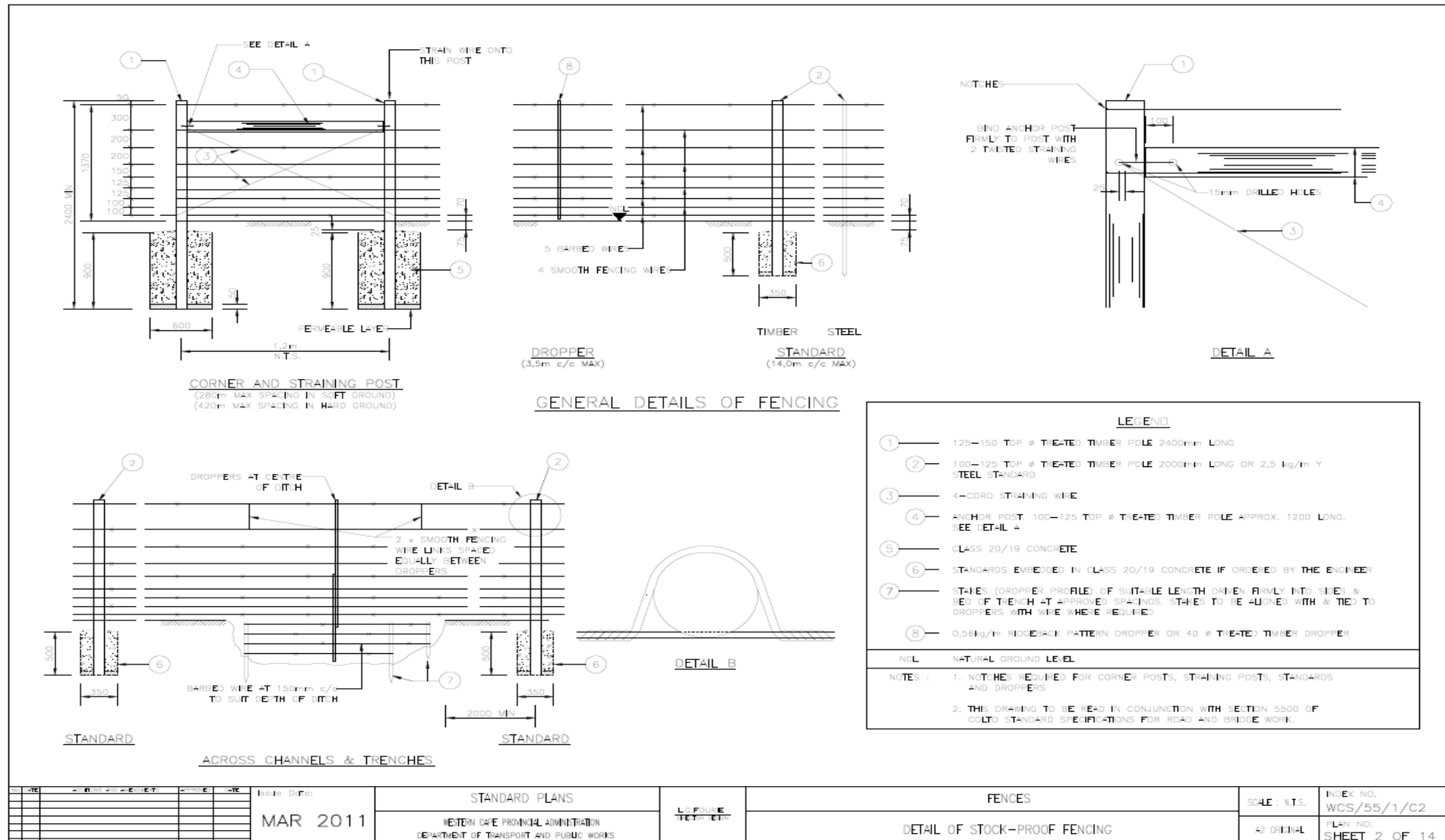


# MR00294/29.55/R/50/A/74

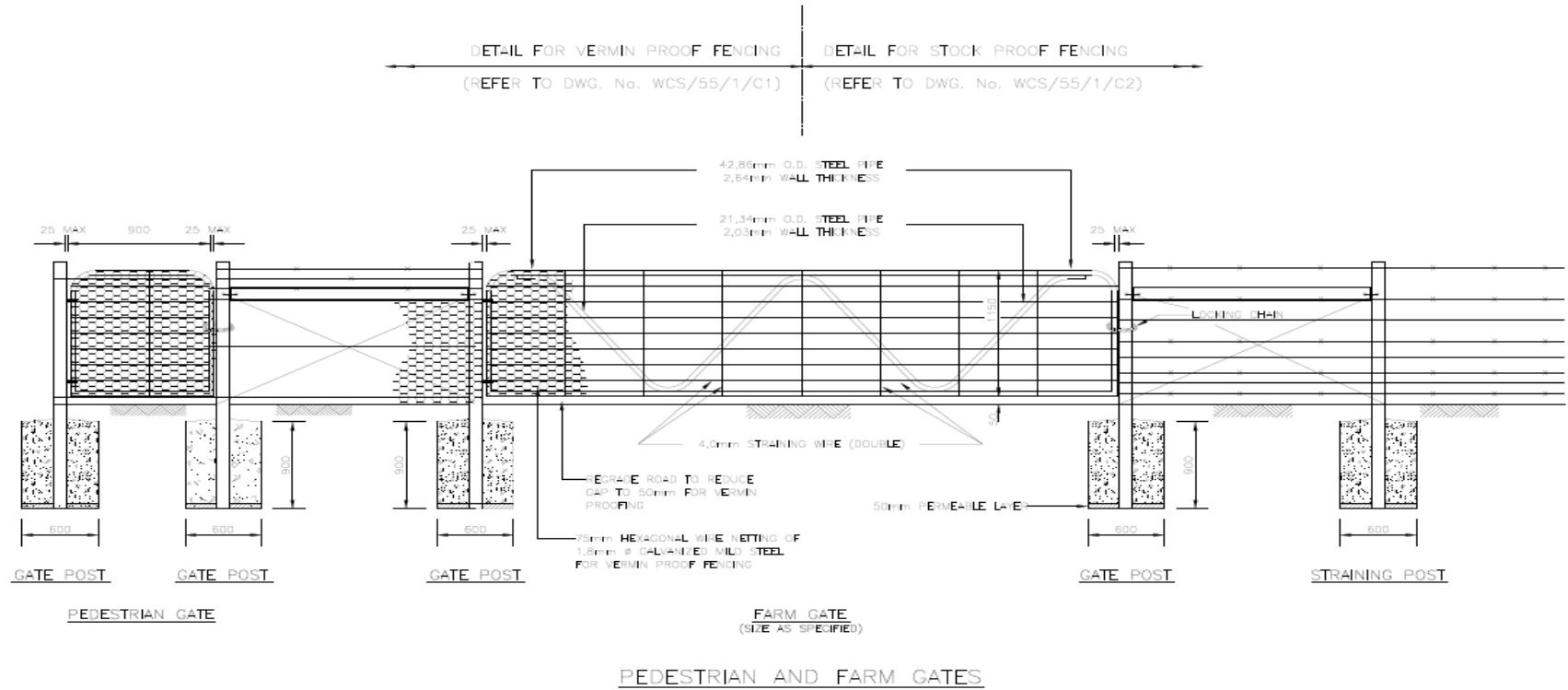


## SPECIFICATION DRAWINGS

### WCS/55/1/C2 – DETAIL OF STOCK-PROOF FENCING



**WCS/55/1/C5 – DETAIL OF GATES**



|      |          |      |      |      |             |   |                       |                 |                |                           |
|------|----------|------|------|------|-------------|---|-----------------------|-----------------|----------------|---------------------------|
| DATE | APPROVED | DATE | DATE | DATE | Issue Date: | STANDARD PLANS  | L.C. FOURIE<br>TET/ET | FENCES          | SCALE : N.T.S. | INDEX NO.<br>WCS/55/1/C5  |
|      |          |      |      |      | MAR 2011    | NORTHERN CAPE PROVINCIAL ADMINISTRATION<br>DEPARTMENT OF TRANSPORT AND PUBLIC WORKS |                       | DETAIL OF GATES | A2 ORIGINAL    | PLAN NO.<br>SHEET 5 OF 14 |