

# GEORGE MUNICIPALITY



QUOTATION NUMBER: DPD051/2016

## REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP CRECHE

ENQUIRIES: MS ZINOBIA SPIES  
YORK STREET  
GEORGE  
(044) 802 2033

ISSUED BY:  
THE CITY COUNCIL  
MUNICIPALITY OF GEORGE  
P O BOX 19  
GEORGE, 6530

### SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER: .....

TELEPHONE NO.: ..... FAX NO.: .....

SUPPLIER DATABASE NO.: .....

TOTAL PRICE (EXCLUDING VAT)

R

#### PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:

Preference Points Claimed:

**B-BBEE certificates submitted with the quotation document MUST be a VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES**

**QUOTATION CLOSES AT 12H00 ON FRIDAY, 12 FEBRUARY 2016**

## TENDERER CONTACT DETAILS

This information shall be used for any correspondence or contact with the tenderer.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company: .....		<b>Mark choice of correspondence with X</b>
Postal Address:	..... ..... ..... ..... Postal Code: .....	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

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### QUOTATION NO. DPD/051/2016

#### REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP CRECHE

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#### GENERAL TENDER INFORMATION

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QUOTATION ADVERTISED	: 27 January 2016
COMPULSORY BID BRIEFING SESSION	: 05 February 2016
VENUE FOR BID BRIEFING SESSION	: Lawaaikamp Creche, 252 Ellen Vena Street, Lawaaikamp
CLOSING DATE	: 12 February 2016
CLOSING TIME	: 12H00
LOCATION OF TENDER BOX	: <b>Tender Box</b> at the George Municipality, on the First Floor, Department: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George.

**GEORGE MUNICIPALITY**

**DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING**

**CONTRACT NUMBER: DPD051/2016**

**REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT  
LAWAAIKAMP CRECHE**

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**GEORGE MUNICIPALITY**

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CRECHE**

## **The Tender (Part T)**

**PART T1 Tender Procedures**

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

**PART T2 Returnable Documents (All documents / schedules are returnable)**

- T2.1 List of Returnable Schedules Required for Tender Evaluation
- T2.1 Returnable Schedules
- T2.2 Other documents that will be incorporated into the contract
- T2.4 Returnable Schedules that will be incorporated in the contract

## GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING

CONTRACT NUMBER: DPD051/2016

REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE**Quotation Notice and Invitation to Quote (T1.1)**

Quotations are hereby invited for the:

**REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP CRECHE**

Completed quotations in a sealed envelope, clearly marked:

**Quotation No. DPD051/2016**, must be placed in the tender box at the George Municipality on the First Floor, Department: Financial Services, Supply Chain Management, York Street, George by no later than **12:00** on **Friday, 12 February 2016**. Quotations are not allowed to be placed in the tender box after 12:00. Quotations will be opened on the same day in the Committee Room at 12:05. Late or unmarked quotations will not be considered. No posted quotations or quotations per fax or e-mail will be accepted.

**Tenderers must be registered with the CIDB and should have a grading designation of 1GB, or higher.**

**A compulsory information meeting will be held on Friday, 05 February 2016 at 10:00 at Lawaai kamp Creche, 252 Ellen Vena Street, Lawaai kamp. No tenderers will be allowed after 10:15.**

**Prospective bidders that arrive 15 (fifteen) minutes or more after the advertised time the meeting started will not be allowed to attend the meeting or to sign the attendance register. If a prospective bidder is delayed, he/she must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting, as well as all the other bidders attending the meeting, give permission to do so.**

**Non-attendance of the compulsory information meeting will disqualify your tender.**

Quotation documents are available at a non-refundable deposit of R37-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Quotation documents are available on the George Municipality's website: [www.george.gov.za](http://www.george.gov.za), free of charge.

Quotations will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2011 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.

Kwotasies word hiermee ingewag vir die:

**VERVANGING, INSTALLERING EN KONSTRUKSIE VAN DAKKE BY DIE UNIONDALE WATERSUIWERINGSWERKE**

Voltooide kwotasies in 'n verseëlde koevert, duidelik gemerk:

**Kwotasie Nr. DPD051/2016**, moet voor **Vrydag, 12 Februarie 2016** om **12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Departement: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Geen kwotasies sal toegelaat word om na 12:00 in die tender bus geplaas te word nie. Kwotasies sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte kwotasies sal nie oorweeg word nie. Geen kwotasies per pos, faks of e-pos sal aanvaar word nie.

**Tenderaars moet by die CIDB geregistreer wees en 'n graderingsvlak van 1GB, of hoër hê.**

**'n Verpligte inligtingsvergadering sal by Lawaai kamp Kleuterskool, Ellen Vena Straat 252, Lawaai kamp, op Vrydag, 05 Februarie 2016 om 10:00 gehou word. Geen tenderaars sal toegelaat word na 10:15.**

**Voornemende tenderaars wat 15 minute en langer na die geadverteerde begin tyd van die vergadering arriveer, sal nie toegelaat word om die vergadering by te woon of die teenwoordighedsregister te onderteken nie. Indien 'n voornemende tenderaar verdrag word, moet hy/sy die kontak persoon verwittig voordat die vergadering begin en sal dan slegs toegelaat word om die vergadering by te woon indien die voorsitter van die vergadering, sowel as al die ander tenderaars wat die vergadering bywoon, toestem daartoe.**

**Indien die verpligte inligtingsessie nie bygewoon word nie, sal u tender gediskwalifiseer word.**

Kwotasie dokumente is verkrygbaar teen 'n R37-00 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

Kwotasie dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: [www.george.gov.za](http://www.george.gov.za).

Kwotasies sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrigingsbeleid (Wet 5 van 2000) Regulasies 2011, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status toegeken sal

<p>For more information contact Ms Zinobia Spies at (044) 802 2033.</p> <p>The Municipality reserves the right to withdraw any invitation to quote and/or to readvertise or to reject any quotation or to accept a part of it. The Municipality is not bound to accept the lowest or any quotation.</p> <p><b>It will be required from all successful tenderers to register on the Western Cape Supplier Database (WCSD).</b></p> <p><b>T BOTHA MUNICIPAL MANAGER GEORGE MUNICIPALITY GEORGE 6530</b></p>	<p>word.</p> <p>Vir verdere inligting kontak Mnr Melvin Koopman by (044) 802 2033.</p> <p>Die Munisipaliteit behou hom die reg voor om enige versoek vir 'n Kwotasie terug te trek en/of te her-adverteer of enige Kwotasie te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige kwotasie te aanvaar nie.</p> <p><b>Dit sal van alle suksesvolle tenderaars verwag word om op die Wes-Kaapse Verskaffersdatabasis (WKVD) te registreer.</b></p> <p><b>T BOTHA MUNISIPALE BESTUURDER GEORGE MUNISIPALITEIT GEORGE 6530</b></p>
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## GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING

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CRECHE

## Tender Data (T1.2)

<b>Clause number</b>	The conditions of Tender are the <b>Standard Conditions of Tender</b> as contained in Annexure F of the 14 November 2008 edition of the <b>CIDB Standard for Uniformity in Construction Procurement</b> . The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.			
F.1.1	The Employer is: George Municipality, Department: Human Settlement, Land Affairs & Planning, P O Box 19, George, 6530			
F.1.2	<p>The Tender documents issued by the Employer comprise:</p> <p><b>The Tender</b></p> <p><b>Part T1: Tender Procedures</b></p> <p>T1.1 Tender notice and invitation to Tender</p> <p>T1.2 Tender data</p> <p><b>Part T2 Returnable Documents</b></p> <p>T2.1 List of returnable documents</p> <p>T2.1 Returnable schedules</p> <p>T2.2 Other documents required for tender evaluation purposes</p> <p>T2.3. Returnable schedules</p> <p><b>The Contract</b></p> <p><b>Part C1: Agreement and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>C1.3 Objections and Complainants form</p> <p>C1.4 Forms of Professional Indemnity Insurance</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p>C2.2 Pricing Schedule</p> <p><b>Part C3: Scope of work</b></p> <p>C3 Scope of work</p> <p><b>Part C4: Site Information</b></p>			
F.1.4	<p>The Employer's agent is:</p> <table border="1" data-bbox="318 1570 1425 1644"> <tr> <td data-bbox="318 1570 813 1644">Name: Zinobia Spies Tel: (044) 802 2033</td> <td data-bbox="821 1570 1425 1644">Address: Lawaaikamp Creche, 252 Ellen Vena Street, Lawaaikamp</td> </tr> </table>		Name: Zinobia Spies Tel: (044) 802 2033	Address: Lawaaikamp Creche, 252 Ellen Vena Street, Lawaaikamp
Name: Zinobia Spies Tel: (044) 802 2033	Address: Lawaaikamp Creche, 252 Ellen Vena Street, Lawaaikamp			
F.2.7	<p>The arrangements for a <b>compulsory clarification meeting</b> are:</p> <table border="1" data-bbox="318 1707 1425 1791"> <tr> <td data-bbox="318 1707 716 1791"><b>Date:</b> 05 February 2016 <b>Starting time:</b> 10:00</td> <td data-bbox="724 1707 1425 1791"><b>Location:</b> : Lawaaikamp Creche, 252 Ellen Vena Street, Lawaaikamp</td> </tr> </table>		<b>Date:</b> 05 February 2016 <b>Starting time:</b> 10:00	<b>Location:</b> : Lawaaikamp Creche, 252 Ellen Vena Street, Lawaaikamp
<b>Date:</b> 05 February 2016 <b>Starting time:</b> 10:00	<b>Location:</b> : Lawaaikamp Creche, 252 Ellen Vena Street, Lawaaikamp			
F.2.12	No alternative Tender offer will be considered.			



F.2.13.1	Tenderers may offer to provide any of the following parts, or combinations thereof, of the works, services or supply as identified in the contract data.				
F.2.13.2	Parts of each Tender offer communicated on paper shall be submitted as an original plus 1 copy and clearly marked "original" and "copy".				
F.2.13.3	Where Tenders are requested in electronic format, supplement electronic format with hard copies and submit hard copy in accordance with the provisions of F.2.13.5. Alterations to the tender document are not permitted.				
F.2.13.5	The Employer's address for delivery of Tender offers and identification details to be shown on each Tender offer package are:  <b>Location of Tender box:</b> George Municipality, First Floor, Department: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George  <b>Physical address:</b> Civic Centre, York Street, George  <b>Identification details:</b> DPD051/2016				
F.2.13	A two-envelope procedure will <b>not</b> be followed.				
F.2.15	The closing time for submission of Tender offers is <b>12H00 on 12 February 2016.</b>				
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed Tender offers will <b>not</b> be accepted.				
F.2.16	The Tender offer validity period is 90 days.				
F.2.19	Access shall be provided for the following inspections, tests and analysis: Not Applicable				
F.2.22	Return all retained Tender documents within 28 day after the expiry of the validity period.				
F.2.23	The Tenderer is required to submit with his Tender. (1) an original valid Tax Clearance Certificate issued by the South African Revenue Services; and (2) Qualification certification of proposed project manager/ team.				
F.3.4	The time and location for opening of the Tender offers is: <b>12H00 on 12 February 2016, the Tender Box at the George Municipality is on the First Floor, Department: Financial Services, Supply Chain Management Unit, Civic Centre, York Street, George</b>				
F.3.11	The procedure for the evaluation of responsive Tenders is method 3. Method 3 mentioned above will be followed from steps 1 to 4 as described.				
	<p><b>PRICE</b> <span style="float: right;"><b>80 or 90</b></span></p> <p>It must be noted that only the acceptable Quotations are evaluated on the price.</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">For 80/20 Points Scoring:</td> <td style="width: 50%;">For 90/10 Points Scoring:</td> </tr> <tr> <td style="text-align: center;"><math display="block">P_s = 80 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]</math></td> <td style="text-align: center;"><math display="block">P_s = 90 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]</math></td> </tr> </table> <p>Where:      P<sub>s</sub>      = Point scored for price of Quotation under consideration              P<sub>t</sub>      = Rand value of Quotation under consideration              P<sub>min</sub>    = Rand value of the lowest acceptable Quotation</p>	For 80/20 Points Scoring:	For 90/10 Points Scoring:	$P_s = 80 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$	$P_s = 90 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$
For 80/20 Points Scoring:	For 90/10 Points Scoring:				
$P_s = 80 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$	$P_s = 90 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$				

<b>PREFERENCE SCORING – 2011</b>	
80/20 Preference Point System:	
B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0
90/10 Preference Point System:	
B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0
Section 5(2) and Section 6(2), Preferential Procurement Regulations 2011	
<b><u>B-BBEE certificates submitted with the quotation documents <u>MUST</u> be a <u>VALID ORIGINAL B-BBEE CERTIFICATE</u> or <u>VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.</u></u></b>	
Tenderers with annual total revenue of R5 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act, and <b>MUST</b> submit a certificate issued by a registered Auditor or accredited verification agency, except for the following categories:	
<ul style="list-style-type: none"> <li>• Tourism R2.5 million or less</li> <li>• Construction R1.5 million or less</li> </ul>	
<b>If the Certificate is not attached to this tender document, no points shall be awarded for B-BBEE status.</b>	
Bidders must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS. B-BBEE certificates issued from 1 March 2012 by a Verification Agency accredited by SANAS <b>MUST</b> contain the SANAS logo.	
Certificates issued by an Auditor or Accounting Officer will be issued in his/her letterhead with the practice number and contact number clearly specified on the face of the certificates.	
When confirming the validity of such a certificate, the following should be detailed on the face of the certificate:	
<ul style="list-style-type: none"> <li>• The Auditor's / Accounting Officer's letter head with full contact details;</li> <li>• The Auditor's / Accounting Officer's practice numbers;</li> <li>• The name and the physical location of the measured entity;</li> <li>• The registration number and, where applicable, the VAT number of the measured entity;</li> </ul>	

	<ul style="list-style-type: none"> <li>The date of issue and date of expiry;</li> <li>The B-BBEE Status Level of Contribution obtained by the measured entity; and</li> <li>The total black shareholding and total black female shareholding.</li> </ul>									
.3.11.3	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1"> <thead> <tr> <th>Description of Quality Criteria and Sub-criteria</th> <th>Maximum points scored for Price up to R1,000,000 (incl. 14% VAT)</th> <th>Maximum points scored for Price – Greater than R1,000,000 (Incl. 14% VAT)</th> </tr> </thead> <tbody> <tr> <td>Price</td> <td>80</td> <td>90</td> </tr> <tr> <td>B-BBEE</td> <td>20</td> <td>10</td> </tr> </tbody> </table>	Description of Quality Criteria and Sub-criteria	Maximum points scored for Price up to R1,000,000 (incl. 14% VAT)	Maximum points scored for Price – Greater than R1,000,000 (Incl. 14% VAT)	Price	80	90	B-BBEE	20	10
Description of Quality Criteria and Sub-criteria	Maximum points scored for Price up to R1,000,000 (incl. 14% VAT)	Maximum points scored for Price – Greater than R1,000,000 (Incl. 14% VAT)								
Price	80	90								
B-BBEE	20	10								
F3.13.1	<p>Tender offers will only be accepted if:</p> <ol style="list-style-type: none"> <li>the Tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services;</li> <li>the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges;</li> <li>the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</li> <li>the Tenderer has not: <ol style="list-style-type: none"> <li>abused the Employer's Supply Chain Management System or</li> <li>failed to perform on any previous contract.</li> </ol> </li> <li>the Tenderer fully completes all required documentation. (Parts T &amp; C)</li> </ol>									
F.3.18	<p>The number of paper copies of the signed contract to be provided by the Client is 1(one).</p>									
	<p>The additional conditions of Tender are:</p> <ol style="list-style-type: none"> <li>George Municipality may also request that the Tenderer provide written evidence that his financial, labour and resources are adequate for carrying out the project</li> <li>The George Municipality reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer. The Tenderer shall provide all reasonable assistance in such investigations.</li> </ol>									

**B-BBEE certificates submitted with the quotation documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.**

**Tenderers with annual total revenue of R5 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act, and MUST submit a certificate issued by a registered Auditor or accredited verification agency, except for the following categories:**

- Tourism R2.5 million or less
- Construction R1.5 million or less

**If the Certificate is not attached to this tender document, no points shall be awarded for B-BBEE status.**

**In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.**

## TAX CLEARANCE CERTIFICATE

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

- 1 In order to meet this requirement bidders are required to complete in full form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 3 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).
- 4 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 5 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 6 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 7 Copies of the TCC 001 “Application for a Tax Clearance” form are available from any SARS branch office nationally or on the website: [www.sars.gov.za](http://www.sars.gov.za).
- 8 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**DECLARATION OF INTEREST**

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in 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.	
3.1	Full Name of bidder or his / her representative: .....	
3.2	Identity number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
3.4	Company Registration Number: .....	
3.5	Tax Reference Number: .....	
3.6	VAT Registration Number: .....	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	<b>YES / NO</b>
3.8.1	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....	

	Any other particulars: .....	
3.9 3.9.1	Have you been in the service of the state for the past twelve months? If so, furnish particulars. ..... .....	<b>YES / NO</b>
3.10 3.10.1	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: ..... Name of state institution at which you or the person connected to the bidder is employed: ..... Position occupied in the state institution: ..... Any other particulars: ..... .....	<b>YES / NO</b>
3.11 3.11.1	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: ..... Name of state institution at which you or the person connected to the bidder is employed: ..... Position occupied in the state institution: .....	<b>YES / NO</b>

	Any other particulars: ..... .....	
3.12	Are any of the company’s directors, managers, principal shareholders or stakeholders in the service of the state?	<b>YES / NO</b>
3.12.1	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder / member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....	
3.13	Is any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	<b>YES / NO</b>
3.13.1	If yes, furnish the following particulars:  Name of person / director / trustee / shareholder / member: .....  Name of state institution at which you or the person connected to the bidder is employed: .....  Position occupied in the state institution: .....  Any other particulars: ..... .....	
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they	<b>YES / NO</b>

3.14.1	are bidding for this contract?  If yes, furnish particulars:  .....  .....		
4. Full details of directors / trustees / members / shareholders:			
<b>THE FOLLOWING INFORMATION IS <u>COMPULSORY</u> TO COMPLETE:</b>			
<b>Full Name</b>	<b>Identity Number</b>	<b>Individual Tax Number for each Director</b>	<b>State Employee Number (where applicable)</b>
<b>5.</b>	<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>		

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

<p><sup>1</sup>MSCM Regulations: “in the service of the state” means to be -</p> <ul style="list-style-type: none"> <li>(a) a member of –                             <ul style="list-style-type: none"> <li>(i) any municipal council;</li> <li>(ii) any provincial legislature; or</li> <li>(iii) the National Assembly or the National Council of Provinces;</li> </ul> </li> <li>(b) a member of the board of directors of any municipal entity;</li> <li>(c) an official or any Municipality or municipal entity;</li> <li>(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);</li> <li>(e) a member of the accounting authority of any national or provincial entity; or</li> <li>(f) an employee of Parliament or a provincial legislature.</li> </ul> <p><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 exercise control over the company.</p>
---



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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

- 1.2 The value of this bid is estimated not to exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

- 1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

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

### 4. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

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

- 7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 20 points)

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

**8 SUB-CONTRACTING**

- 8.1 Will any portion of the contract be sub-contracted?  
 YES / NO (delete which is not applicable)
- 8.1.1 If yes, indicate:
  - (i) what percentage of the contract will be subcontracted? .....%
  - (ii) the name of the sub-contractor? .....
  - (iii) the B-BBEE status level of the sub-contractor? .....
  - (iv) whether the sub-contractor is an EME?  
 YES / NO (delete which is not applicable)

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

9.1 Name of firm : .....

9.2 VAT registration number : .....

9.3 Company registration number : .....

**9.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

Municipality where business is situated .....

Registered Account Number .....

Stand Number .....

**9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?**

.....

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

- (i) The information furnished is true and correct;

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

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

.....  
DATE

MBD8

### DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		



4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>The Register for Tender Defaulters can be accessed on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) 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.

MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**CONTRACT NUMBER: DPD051/2016 - REPAIR WORK OF SETTLEMENT  
CRACKS IN DAMAGED WALL AT LAWAAIKAMP CRECHE**

in response to the invitation for the bid made by:

**GEORGE MUNICIPALITY**

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

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

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

**MBD9**

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

.....  
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.

**CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)**

Information required in terms of the George Municipality’s Supply Chain Management Policy, Clause 28 (i) (c) (ii).

<b>Tender Number: DPD051/2016</b>
<b>Name of the Bidder:</b> _____

**DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:**

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical <b>residential</b> address of Director / Member / Partner	Municipal Account number(s)

I, \_\_\_\_\_, the undersigned,  
 (full name in block letters)  
 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 30 days.

\_\_\_\_\_  
 Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 2016

**PLEASE NOTE:**

**MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!**

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING

CONTRACT NUMBER: DPD051/2016

REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE

## Returnable Documents (Part T2)

*(**ALL Documents and Schedules MUST BE RETURNED** for the  
**TENDER to Qualify**)*

- T2.1 List of Returnable Schedules Required for Tender Evaluation
- T2.1 Returnable Schedules
- T2.2 Other documents that will be incorporated into the contract
- T2.3 Returnable Schedules that will be incorporated in the contract

### **NOTE:**

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the Tender. **All** the documents indicated on document T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

**GEORGE MUNICIPALITY**

**DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING**

**CONTRACT NUMBER: DPD051/2016**

**REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE**

**List of Returnable Schedules Required for Tender  
Evaluation Purposes (T2.1)**

- Form 2.1.1 General Information
- Form 2.1.2 Authority for Signatory
- Form 2.1.3 Schedule of Work Carried Out by Tenderer
- Form 2.1.4 Proposed Key Personnel
- Form 2.1.5 Schedule of Infrastructure and Resources
- Form 2.1.6 Schedule of Approach and Methodology
- Form 2.1.7 Schedule of Proposed Sub Consultants
- Form 2.1.8 Financial References

**FORM 2.1.1 GENERAL INFORMATION**

1. Name of tendering entity: \_\_\_\_\_

2. Contact details

Address : \_\_\_\_\_  
 \_\_\_\_\_

Tel no : (\_\_\_\_\_) \_\_\_\_\_

Fax no : (\_\_\_\_\_) \_\_\_\_\_

E-mail address : \_\_\_\_\_

3. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number: \_\_\_\_\_  
 (in the case of a joint venture, provide for all joint venture members)

5. Regional services area where the enterprise is registered: \_\_\_\_\_  
 (In the case of a joint venture, provide for all joint venture members)

6. Regional services levy registration number: \_\_\_\_\_  
 (In the case of a joint venture, provide for all joint venture members)

7. VAT registration number: \_\_\_\_\_  
 (In the case of a joint venture, provide for all joint venture members)



- 8. Company or closed corporation registration number: \_\_\_\_\_  
(In the case of a joint venture, provide for all joint venture members)
  
- 9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).
  
- 10. For joint ventures the following must be attached (**COMPULSORY**):
  - Written power of attorney for authorised signatory.
  - **Pro-forma of the joint venture agreement.**  
\* If the Joint Venture Agreement is not attached, the tender will not be considered!

**DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS**

Name and Identity Number	Relevant qualifications and experience	Years of relevant experience

**Name of Tendering Entity :** \_\_\_\_\_

**Signature :** \_\_\_\_\_ **Date :** \_\_\_\_\_

**FORM 2.1.2 AUTHORITY FOR SIGNATORY**

Details of person responsible for Tender process

Name .....

Contact number ( ) .....

Address of office submitting the Tender .....

.....

.....

Telephone no ( ) .....

Fax no ( ) .....

E-mail address .....

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (date) .....

Mr. ....

has been duly authorized to sign all documents in connection with the Tender for Contract Number: DPD051/2016 and any Contract which may arise there from on behalf of

(BLOCK CAPITALS) .....

.....

.....

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS .....

DATE .....

FULL NAMES OF SIGNATORY .....

AS WITNESSES 1. ....

2. ....



**FORM 2.1.4 PROPOSED KEY PERSONNEL**

The Tenderer shall list below the key personnel (including first nominee and the second choice alternate), whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF		HDI Status	Fee (Time Based)
	(i) NOMINEE (ii) ALTERNATE		QUALIFICATIONS AND NQF STATUS	EXPERIENCE AND PRESENT OCCUPATION	Yes/No	
HEADQUARTERS Partner/director						
Project manager						
Other key staff (give designation)						

Name of Tendering Entity : \_\_\_\_\_

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

**Returnable Schedules Required For Tender Evaluation**

**Part T2.1**

Form 2.1.4 continued ....

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF		HDI Status Yes/No	Fee (Time Based)
	(i) NOMINEE (ii) ALTERNATE		QUALIFICAT- IONS AND NQF STATUS	EXPERIENCE AND PRESENT OCCUPATION		
CONSTRUCTION MONITORING Engineer on Site						
Other key staff (give designation)						

**Name of Tendering Entity :** \_\_\_\_\_

**Signature :** \_\_\_\_\_ **Date :** \_\_\_\_\_

**FORM 2.1.5 SCHEDULE OF INFRASTRUCTURE AND RESOURCES**

Provide information on the following:

**Infrastructure and resources available**

**Physical facilities**

Description	Address	Area (m <sup>2</sup> )

**Equipment**

Provide information on equipment and resources that you have available for this project (attach details if the space provided is not enough)

Description : Equipment owned	Number of units

**Size of enterprise and current workload**

What was your turnover in the previous financial year? \_\_\_\_\_

What is the estimated turnover for your current financial year? \_\_\_\_\_

List your current contracts and obligations

Description	Value (R)	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this Tender, should the contract be awarded to you?

**Staffing Profile**

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Permanently employed staff : gender and race	Number of staff

Temporary staff to be employed for the project : gender and race	Number of staff

**Name of Tendering Entity :** \_\_\_\_\_

**Signature :** \_\_\_\_\_ **Date :** \_\_\_\_\_



**FORM 2.1.6 SCHEDULE OF APPROACH AND METHODOLOGY/ WORK PLAN**

**Understanding the terms of reference / brief**

1. Do you as the consultant understand what is required in terms of the project stated above?

<b>Yes</b>		<b>No</b>	
------------	--	-----------	--

(Tick Appropriate Block)

2. If you answered Yes to question 1 above, please explain briefly your understanding of the project in no more than 50 words


3. Considering questions 1 and 2 above, please provide in summary, details of your proposed approach and work plan to the successful completion of the above project.


4. Briefly state if you have any innovative approach for this particular project mentioned above, that you feel will be unique but also economically superior to the normal workable approach at presently undertaken as the norm.


**Name of Tendering Entity :** \_\_\_\_\_

**Signature :** \_\_\_\_\_

**Date :** \_\_\_\_\_

**FORM 2.1.7 SCHEDULE OF PROPOSED SUB-CONTRACTORS**

The Tenderer shall, in accordance with the provisions of condition of Tender, list below the sub-contractors he/she proposes to employ for part(s) of the work.

*If any or all of the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if sub-contractor/s not listed below is approved by the Employer.*

PART OR TYPE OF WORK	PROPOSED SUB-CONTRACTOR	WORK RECENTLY EXECUTED BY SUB-CONTRACTOR

**FORM 2.1.8 FINANCIAL REFERENCES****FINANCIAL STATEMENTS**

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

**DETAILS OF TENDERING ENTITY'S BANK**

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

<b>DESCRIPTION OF BANK DETAIL</b>	<b>BANK DETAILS APPLICABLE TO TENDERER 'S HEAD OFFICE</b>
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	(    )
Fax number	(    )
Account number	

**GEORGE MUNICIPALITY**

**DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING**

**CONTRACT NUMBER: DPD051/2016**

**REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE**

**Other Documents Required For Tender Evaluation  
Purposes (Part T2.2)**

Form 2.2.1 Certificate of Tenderer's Attendance at the Information Session/Meeting

Form 2.2.2 Written Proof of Tenderers registration at the Construction Industry  
Development Board (CIDB)

**FORM 2.2.1 CERTIFICATE OF TENDERER'S ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING**

This is to certify that I, .....

representative of (Tenderer) .....

.....

of (address) .....

.....

.....

Telephone number .....

Fax number .....

attended Clarification Meeting on **Friday, 05 February 2016** in the company

of (George Municipality / Employer's Representative) .....

**PLEASE NOTE:**

Tenderers are requested to submit the minutes received at above-mentioned compulsory information session/meeting with their Tender documents. (Non-submission of this information may lead to rejection of this Tender)

TENDERER 'S REPRESENTATIVE: .....

GEORGE MUNICIPALITY / EMPLOYER'S REPRESENTATIVE: .....

**FORM 2.2.2 PROOF OF REGISTRATION AT THE CONSTRUCTION INDUSTRY  
DEVELOPMENT BOARD (CIDB)**

The Tenderer is to affix to this page:

- Written proof of Tenderers registration at the CIDB, or
- CRS Number: \_\_\_\_\_

**GEORGE MUNICIPALITY**

**DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING**

**CONTRACT NUMBER: DPD051/2016**

**REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE**

**Returnable Schedules that will be Incorporated in  
the Contract (Part T2.2)**

Form 2.2.5

Record of Addenda to Tender Documents

**FORM 2.2.5 RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this Tender offer, amending the Tender documents, have been taken into account in this Tender offer:

	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

Signed: ..... Date: .....

Name: ..... Position: .....

SIGNED ON BEHALF OF TENDERER: .....



**1. Infrastructure and resources available**

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Infrastructure and resources available for the contract owned by the Tenderer
- Infrastructure and resources the Tenderer intends renting, should the contract be awarded to him.

**2. Size of enterprise, and current workload**

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

**3. Staffing profile**

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilized on this contract.

**4. Previous experience**

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

**5. Financial ability to execute the contract**

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Professional indemnity
- Contact the Tenderer's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

**6. Good standing with SA Revenue Services**

Determine whether an original valid tax clearance certificate has been submitted.

The Tenderer must **affix an original valid Tax Clearance Certificate** to the **second page of the Tender document**

If the Tender does **not** meet the requirements contained in the George Municipality Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

## **7. Penalties**

The George Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Departmental Head, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the Tenderer, its shareholders and directors on obtaining any business from the George Municipality for a period of 5 years.

**Good standing with SA Revenue Services**

Attach a valid **original tax clearance certificate** to the **second page of your Tender document**.

**PLEASE NOTE:** In case of a **Joint Venture**, the valid **original tax clearance certificate/s of all the partners in the Joint Venture**, must be **submitted** with the Tender document.

ONLY THE VALID ORIGINAL TAX CLEARANCE  
CERTIFICATE/S FROM SARS WILL BE ACCEPTED, CERTIFYING THAT THE  
TAXES OF THAT PERSON TO BE IN ORDER, OR THAT SUITABLE  
ARRANGEMENTS HAVE BEEN MADE WITH SARS.

**Compliance with Employment Equity Act 55 of 1998**

Attach a valid certificate from the Department of Labour, or a declaration (Refer to Equity Ownership Table) by the designated EMPLOYER, that the EMPLOYER complies with the relevant chapters of the Employment Equity Act.

A failure to comply with the above is sufficient ground for rejection of any offer to conclude an agreement or for cancellation of the agreement.

**Definitions in terms of the last mentioned Act.**

**“designated EMPLOYER** means-

- a) a EMPLOYER who employs 50 or more employees;
- b) a EMPLOYER who employees fewer than 50 employees, but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act.”

**“Schedule 4”**

**TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS**

<b>Sector or sub sector in accordance with the Standard Industrial Classification</b>	<b>Total annual turnover</b>
Agriculture	R 2,00 m
Mining and Quarrying	R 7,50 m
Manufacturing	R 10,00 m
Electricity, Gas and Water	R 10,00 m
Construction	R 5,00 m
Retail and Motor Trade and Repair Services	R 15,00 m
Wholesale Trade, Commercial Agents and Allied Services	R 25,00 m
Catering, Accommodation and other Trade	R 5,00 m
Transport, Storage and Communications	R 10,00 m
Finance and Business Services	R 10,00 m
Community, Social and Personal Services	R 5,00 m

**GEORGE MUNICIPALITY**

**DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING**

**CONTRACT NUMBER: DPD051/2016**

**REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE**

**The Contract (Part C)**

Part C1	Agreement and Contract Data
Part C2	Pricing Data
Part C3	Scope of Works

**GEORGE MUNICIPALITY**

**DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING**

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**REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE**

## **Agreement And Contract Data (Part C1)**

Part C1.1	Form of Offer and Acceptance
Part C1.2	Contract Data
Part C1.3	Objections and Complainants Form
Part C1.4	Form of Professional Indemnity Insurance

**GEORGE MUNICIPALITY**

**DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING**

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**REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE**

**Form of Offer and Acceptance (Part C1.1)**

**(AGREEMENT)**

**OFFER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE**

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

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

**THE OFFERED TOTAL (EXCLUDING VAT) IS:**

.....

.....rand (in words); R ..... (in figures),

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

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

(Name and address of organisation)

**ACCEPTANCE**

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

The terms of the contract are contained in

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work

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

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

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

Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Name

**MR TREVOR BOTHA**

Capacity

**MUNICIPAL MANAGER  
GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**

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

**FOR THE TENDERER:**

Signature(s)

Name(s)

Capacity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Name and address of organisation)

**FOR THE EMPLOYER:**

Signature

Date

Name

Capacity

\_\_\_\_\_

\_\_\_\_\_

**MR TREVOR BOTHA  
MUNICIPAL MANAGER  
GEORGE MUNICIPALITY  
CIVIC CENTRE  
YORK STREET  
GEORGE**



**GEORGE MUNICIPALITY**

**DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING**

**CONTRACT NUMBER: DPD051/2016**

**REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE**

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

**CONDITIONS OF CONTRACT**

The **Standard Professional Services Contract (Second Edition, September 2005)** published by the Construction Industry Development Board, are applicable to this.

Copies of these Conditions of Contract may be obtained from the Construction Industry Development Board’s website [www.cidb.org.za](http://www.cidb.org.za).

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

The following contract specific data are applicable to this Contract:

Clause 1	The Employer is the George Municipality.	
3.4 and 3.5	The Authorised and Designated representative of the Employer is:	
	Name: Zinobia Spies	
	The Employer's address for receipt of communications is:	
	Physical address: York Street George, 6530	Postal address: George Municipality PO Box 19 George, 6530
	Telephone: (+2744) 802 2033 E-mail: <a href="mailto:zinobia@george.org.za">zinobia@george.org.za</a>	
	The project is to repair the settlements cracks in damaged wall at Lawaaikamp Creche.	
3.6	The Service Provider may release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.	
3.7	The Services Provision shall be completed for the portions as set out in the Scope of Works.	
5.1.1 and 5.1.2	The Service Provider is required to provide the Service with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards. Where services include the powers to certify, decide or otherwise exercise discretion in regard to a contractor agreement between the Employer and others then the Service provider shall act in respect of that contract/agreement as an independent	
5.4.1	The Service Provider is required to provided the following insurances:	

Clause 1	The Employer is the George Municipality.	
	1. Insurance against	<b>Risk in performing professional services (Professional Indemnity cover)</b>
	Cover is:	Equivalent to the project value
	Period of cover:	Duration of Project
	Deductibles are:	
5.5	The Service Provider is required to obtain the Employer’s prior approval in writing before taking any of the following actions: 1. Appointing Sub-Consultants for the performance of any part of the Services.	
Additional Clause to be added 7.3	The Employer will not be responsible for any overtime worked by or overtime payments made to personnel, or any additional costs not specified in the tender submitted by the Tenderer.	
9.1	Copyright of documents prepared for the Project shall be vested with George Municipality.	
12.1	Settlement of disputes is to be in terms of Clause 49 and 50 of the Supply Chain Management Policy of the George Municipality. See Document C1.3.	
14	Where not specifically indicated, all tendered prices, rates, tariffs, fees, etcetera are to include 14% VAT.	

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

Clause		
5.1	The Service Provider is:	
5.3	The authorized and designated representative of the Service Provider is:	
	Name:	
	The Service Provider's address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
	E-mail:	

GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING

CONTRACT NUMBER: DPD051/2016

REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE

## Objections and Complainants Form (Part C1.3)

(Section 1.11.15 of the GM's Supply Chain Management Policy)

### (1) Details of Objector/Complainant

Name: \_\_\_\_\_

Address: (postal and street): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact person: \_\_\_\_\_

Reference number of Tender : \_\_\_\_\_

#### Other Party's Details (If any)

Name: \_\_\_\_\_

Address: (postal and street): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact person: \_\_\_\_\_

Reference number of Tender: \_\_\_\_\_

Description of Issue[s] in Dispute

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List of Documents Attached

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Determination Sought in Respect of Objection or Complaint

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Form submitted by:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**GEORGE MUNICIPALITY**

**DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING**

**CONTRACT NUMBER: DPD051/2016**

**REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE**

**Form of Professional Indemnity Insurance  
(Part C1.4)**

Not applicable.

**GEORGE MUNICIPALITY**

**DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING**

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**REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE**

**Pricing Data (Part C 2)**

C2.1 Pricing Instructions

C2.2 Schedule of Activities

**GEORGE MUNICIPALITY**

**DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING**

**CONTRACT NUMBER: DPD051/2016**

**REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE**

## **Pricing Instructions (Part C2.1)**

### **C2.1 PRICING INSTRUCTIONS**

1. Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
2. Show VAT payable by the employer separately as an addition to the tendered total of the prices.
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.
4. State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

## GEORGE MUNICIPALITY

DEPARTMENT: HUMAN SETTLEMENT, LAND AFFAIRS AND PLANNING

CONTRACT NUMBER: DPD051/2016

REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE**Specifications (Part C3)**

## C 3.1 DESCRIPTIONS OF WORKS

**Specifications for Erf 15842; Lawaaikamp Creche**

**All work to conform to the National Building Regulations. Any deviation from the specifications or minimum standards must be approved by the Director of the Department of Human Settlements, Land Affairs & Planning, George Municipality prior to any work being done.**

Erf Number : 15842  
Area : Lawaaikamp Crèche  
Description : Repairs to damaged wall

**Specifications as follow:**

- All cracks to be repaired will be marked in Red (structural cracks) or Blue (Hairline cracks) spray paint, walls marked with a black "X" must be completely re-plastered.
- Structural cracks (marked in red) – plaster to be cleared away 40mm above and 40mm below the structural crack. The crack must be cleared of old debris and filled with an epoxy sealer. 80mm wide chicken-mesh must be fixed over the crack and painted with metal primer. Clerk of works must inspect the contractor's repair work prior to contractor re-plastering the damaged area, if the contractor does not adhere to the above, contractor will have to provide proof that work was done according specification or re-open the damaged area at own cost. Once the repair work is approved y, the contractor can cover the repaired area with a 1:3 mortar mixture.
- Hairline Cracks (marked in blue) - contractor to open up the entire length of the hairline crack with a 10mm wide v-shape joint, to allow the epoxy sealer to penetrate the crack. Once the sealer is dry, the contractor can cover the repaired area with a 1:3 mortar mixture.
- Complete wall re-plaster (marked with a black "X") – Remove all damage plaster, all cracks to be sealed with epoxy sealer, cracks larger than 3mm must be covered with chicken-mesh the entire length of the crack. Contractor must allow the clerk of



works to inspect the work before applying a 1:3 mortar mixture to the entire wall area.

- Once all plaster work has dried, contractor must apply a plaster primer, allow it to dry, sand down lightly work areas and apply the first coat of the interior paint (Plascon Wall & All with a 5 year guarantee or similar approved, paint must be washable). A minimum of 3 coats must be applied and the contractor must allow for two tone colour scheme, to be approved by the principle.
- Contractor must allow funds to replace damaged ceiling board, cornice, floor tiles and floor skirtings, all the above items must match existing items on site (installed as per manufacturers specification and finished off, painted or varnished).
- Contractor to ensure that all windows and doors are fitted and fastened securely, once repair work is complete, any damage to existing items must be repaired by the contractor or items must be replaced, as no variation orders will be issued by this office for damage caused by the contractor.
- **Contractor to cart away building rubble to the municipal dump site.**
- **Contractor to employ local labour as far as possible.**

**Health and safety guidelines to perform the work as set out above:**

- The appointed contractor will have to submit a health and safety plan, contractor must be registered with a recognized Health & Safety body and their registration must also be in good standing, and the cost for the health and safety plan must be covered by the appointed contractor.
- Workforce will have to wear personal protective clothing, i.e. overalls, safety boots, safety eyewear, hard hats, protective gloves and reflective vests.
- Site area must be demarcated to restrict access for individuals or any animals from the surrounding area. Safety cones and construction signs will have to be placed to screen off the work area and to make on coming pedestrian traffic aware of the construction taking place.
- **Contractor to note that all work is subject to a 6 month retention period and that 10% of the project amount will be held back for that period and it will only be paid out when the defects that may occur within the 6 months has been repaired, inspected and signed off.**

## GEORGE MUNICIPALITY

DEPARTMENT: CIVIL ENGINEERING SERVICES

CONTRACT NUMBER: DPD/051/2016

REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP  
CRECHE**Schedule of Activities (Part C4)**

SCHEDULE -LAWAAIKAMP CRECHE			
<b>Notes:</b>	1) This schedule of quantities should be read together with the attached specifications		
	2) The prices and rates should exclude VAT and shall cover the cost of all labour, materials, plant, profit and overheads.		
	3) All items are measured net and no allowance has been made for waste.		
<p><b>All work to conform to the National Building Regulations. Any deviation from the specifications or minimum standards must be approved by the Director of the Department of Human Settlements, Land Affairs &amp; Planning, George Municipality prior to any work being done.</b></p>			
Erf No	Description	Rate	Amount
ERF 15842	Erf 15842; Lawaaikamp Creche		
	Repairs to damaged wall		
	Specifications as follow:		
	All cracks to be repaired will be marked in Red (structural cracks) or Blue (Hairline cracks) spray paint, walls marked with a black "X" must be completely re-plastered.		
	Structural cracks (marked in red) – plaster to be cleared away 40mm above and 40mm below the structural crack. The crack must be cleared of old debris and filled with an epoxy sealer. 80mm wide chicken-mesh must be fixed over the crack and painted with metal primer. Clerk of works must inspect the contractor's repair work prior to contractor re-plastering the damaged area, if the contractor does not adhere to the above, contractor will have to provide proof that work was done according specification or re-open the damaged area at own cost. Once the repair work is approved y, the contractor can cover the repaired area with a 1:3 mortar mixture.		

	Hairline Cracks (marked in blue) - contractor to open up the entire length of the hairline crack with a 10mm wide v-shape joint, to allow the epoxy sealer to penetrate the crack. Once the sealer is dry, the contractor can cover the repaired area with a 1:3 mortar mixture.		
	Complete wall re-plaster (marked with a black "X") – Remove all damage plaster, all cracks to be sealed with epoxy sealer, cracks larger than 3mm must be covered with chicken-mesh the entire length of the crack. Contractor must allow the clerk of works to inspect the work before applying a 1:3 mortar mixture to the entire wall area.		
	Once all plaster work has dried, contractor must apply a plaster primer, allow it to dry, sand down lightly work areas and apply the first coat of the interior paint (Plascon Wall & All with a 5 year guarantee or similar approved, paint must be washable). A minimum of 3 coats must be applied and the contractor must allow for two tone colour scheme, to be approved by the principle.		
	Contractor must allow funds to replace damaged ceiling board, cornice, floor tiles and floor skirtings, all the above items must match existing items on site (installed as per manufacturers specification and finished off, painted or varnished)		
	Contractor to ensure that all windows and doors are fitted and fastened securely, once repair work is complete, any damage to existing items must be repaired by the contractor or items must be replaced, as no variation orders will be issued by this office for damage caused by the contractor.		
	<b>Contractor to cart away building rubble to the municipal dump site.</b>		
	<b>Contractor to employ local labour as far as possible.</b>		
	<b>Health and safety guidelines to perform the work as set out above;</b>		

	The appointed contractor will have to submit a health and safety plan, contractor must be registered with a recognized Health & Safety body and their registration must also be in good standing, and the cost for the health and safety plan must be covered by the appointed contractor.		
	Workforce will have to wear personal protective clothing, i.e. overalls, safety boots, safety eyewear, hard hats, protective gloves and reflective vests.		
	Site area must be demarcated to restrict access for individuals or any animals from the surrounding area. Safety cones and construction signs will have to be placed to screen off the work area and to make on coming pedestrian traffic aware of the construction taking place.		
	<b>Contractor to note that all work is subject to a 6 month retention period and that 10% of the project amount will be held back for that period and it will only be paid out when the defects that may occur within the 6 months has been repaired, inspected and signed off.</b>		
<b>TOTAL CARRIED TO SUMMARY</b>			

<b>DESCRIPTION</b>	
Repair work of settlement cracks in damaged wall at Lawaakamp Creche, Lawaakamp, George.	
<b>TOTAL PRICE (14% VAT EXCLUDED)</b>	<b>R</b>
<b>14% VAT</b>	<b>R</b>
<b>TOTAL PRICE (14% VAT INCLUDED)</b>	<b>R</b>

**C 3.3.11 ADDITIONAL CONDITIONS OF TENDER**

- Tender documents must be completed in ink, and prices must include VAT, only where applicable and requested in the schedule of activities.
- Official orders will be placed and if invoices and escalation documentation is received timeously, payment inclusive of all charges will be made in accordance with Clause 4.7 of the Standard Professional Services Contract (September 2005) (Second Edition of CIDB document 1015).
- The lowest or any Tender will not necessarily be accepted, and George Municipality reserves the right to accept the whole or any portion of a Tender.
- Tenders are to remain open for acceptance for a period of Ninety (90) days from the closing date and appointments may be made at any time during the three year multi budget period.
- All prices and details must be legible / readable to ensure the Tender will be considered for adjudication.
- Tenderers are requested to furnish the full registered name of the Tendering company/supplier on the Form of Tender and Form of Acceptance, Document C1.1.
- Tenderers are also required to sign each page of the Form of Tender and Form of Acceptance, Document C1.1, in the space provided at the bottom of each page.
- **Corrections may not be made by means of a correction fluid such as Tipp-Ex or a similar product. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the Tender if corrections are not made in accordance with the above.**
- No price increases will be considered in the event of payments made against invoiced prices.
- Any orders placed within the contract period, will be paid according to the price applicable at the date of order.
- The Tenderer may submit a comprehensive company profile, for example the founding company statements, as well as a detailed exposition of previous work done.
- If items in the Schedule of Activities are not Tendered for, a line must be drawn through the space in pen.
- Quotations will be received until 12:00 on **12 FEBRUARY 2016** and must be enclosed in sealed envelopes, bearing the closing time and due date, and must be endorsed: **“DPD051/2016 – REPAIR WORK OF SETTLEMENT CRACKS IN DAMAGED WALL AT LAWAAIKAMP CRECHE”** and be addressed to:

The Municipal Manager  
George Municipality  
P O Box 19  
George, 6530