



ABOVE R30 000 (Q)			
ADVERTISEMENT DATE:	09 MARCH 2023		
Q NUMBER:	Q287/2023		
DESCRIPTION OF GOODS/SERVICES:	JOINERY - 'BUILD-IN' CUPBOARDS IN THE MUNICIPAL FACILITIES (BUILDING) DEPARTMENT KITCHEN/ RECEPTION AND OFFICES IN VREDENBURG FOR SALDANHA BAY MUNICIPALITY		
CLOSING DATE:	24 MARCH 2023		
TIME:	12H00		
VALIDITY PERIOD	90 days (will automatically extend as per requirement in clause 23(1)(g) of the SCM Policy)		
SUBMISSIONS:	Sealed quotations clearly marked, " Q " number, must be placed (hand delivered) in the quotation box at: Investment Centre (Ground floor), Saldanha Bay Municipality, 15 Main Road (Private Bag x12), VREDENBURG, 7380		
DELIVERY DATE:	To be confirmed		
DELIVERY ADDRESS:	Municipality Stores, Floryn Street, Marias Industrial, VREDENBURG , 7380		
CONTACT PERSON (SBM):	Roberto Coetzee	TELEPHONE OR CELLPHONE NUMBER:	022 701 7167
EMAIL ADDRESS:	Roberto.coetzee@sbm.gov.za		
EVALUATION CRITERIA:	TOTAL AMOUNT:	YES	
	PER ITEM:	NO	
	EVALUATION CRITERIA:	See details in document	
	SITE MEETING DATE (Compulsory):	COMPULSORY SITE MEETING TO BE HELD ON MONDAY 13 MARCH 2023 AT 10H00 AM IN MUNICIPAL FACILITIES (BUILDING) DEPARTMENT, FLORYN & FRANK STREET, VREDENBURG.	
NAME OF BUSINESS:			
CSD NUMBER:			
STREET ADDRESS OF BUSINESS:			
AMOUNT:	R (Only if award is made on total amount)		
NOTE:	Only an official order OR appointment letter will be deemed a legal contract with Council. No business may be conducted with a person in service of the state.		

INSTRUCTION TO TENDERER

The General Conditions of Contract (July 2010) is applicable to this Quotation. In addition to the GCC the following Special Conditions to quote will apply:

1. The quotation, sealed in an envelope and **externally endorsed with the relevant quotation number**, must be submitted to the abovementioned **“Quotation Return”** address and can either be **hand-delivered or couriered**. It is the supplier's responsibility to make sure that the quote with all relevant documents reach this office before the closing date and time and is placed in the correct quotation box or handed in at the Supply Chain Management office (Second Floor, 15 Main Road, Buller Centre (Investment Centre) Vredenburg, 7380). Late Quotations will not be accepted.
2. **It is compulsory for all suppliers to be registered on the Central Supplier Database (CSD). NO AWARD WILL BE MADE TO A SUPPLIER WHO IS NOT REGISTERED ON THE CSD.** Please ensure that your registration on the CSD remains active.
3. **The quotation originally completed in ink MUST be done on the attached “Invitation to Quote” form and suppliers may additionally add a quotation on their business’ letterhead. Copies of Quotation documents will be disregarded.**
4. The use of correction fluid (TIPPEX) on the price schedule is prohibited and quotations will be found non-responsive.
5. The quotation must be on items that strictly conform to the specifications as requested (mentioned). **Quotations must be submitted in line with specifications stipulated – pricing must be done per item or per bill of quantities.** In the event of any items not conforming to the specifications, additional costs may be recovered from the tenderer.
6. Delivery charges MUST be included in the price for “Supply and Delivery of Goods”.
7. Calculation errors will be corrected; where the quote is based on items or quantities, tariffs (unit rates) will be regarded as correct. In the case of a construction work quote the total amount will be regarded as correct.
8. Tenderers must duly complete, sign and submit the following compulsory forms:
 - i) Declaration of interest (MBD 4). **NO BUSINESS MAY BE CONDUCTED WITH PERSONS IN SERVICE OF THE STATE.**
 - ii) Preference Points Claim form (MBD 6.1)
 - iii) Certificate for independent bid determination (MBD 9)Note: All relevant documents can be downloaded at www.sbm.gov.za > Tenders / Quotations > Supply Chain Documents.
9. **Tenderers must submit the following proof to claim preference points:**
 - i) **B-BBEE**
Original or originally certified B-BBEE certificate or Affidavit; and
 - ii) **Locality**
 - where the tenderer is the **owner of the property / business:**
 - municipal account registered in the name of the tenderer not older than 3 months;
 - where the tenderer is **not the owner of the property / business:**
 - a valid lease agreement; or
 - **affidavit from the property owner** that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost not older than 3 months.
10. The municipality may accept the whole or a part of the quote where the quote comprises of more than one item.
11. The municipality does not bind itself to accept the lowest or any bid.
12. The acceptance of the quote and the subsequent issuing of an official order constitute a legal binding document and may not be cancelled.
13. Goods and services may only be provided after and according to the official order issued.
14. All contractors to ensure that waste generated during a construction period of a building project is appropriately contained on site and correctly disposed of at a registered landfill site or drop-off facility. The management of waste is continuous, and waste is not allowed to accumulate to a point where it is unsightly, creates windblown litter or any form of nuisance. Upon completion of the project safe disposal certificates need to be submitted to the project manager as proof that all waste was disposed of in the correct manner. The submission of safe disposal certificates will be a pre-requisite for the processing of payment certificates. Construction and demolition waste (Bricks, mortar, concrete, sand, tiles, etc.) should be stored in a container (Skip or similar) or must be covered with netting if stock-piled on site. All other waste generated on site such as, plastics, paper, cement bags, etc. must be stored in a dedicated mesh cage/enclosure to avoid windblown litter. No waste may be placed on the side walk or surrounding properties. Law Enforcement will conduct regular inspections and non-compliant contractors will be fined.
15. **“All documents and / packaging of courier must be clearly marked Q with the number. It remains the responsibility of the service provider/contractor to ensure that his quotation bid is clearly marked and placed in the correct box.”**

QUOTATIONS WILL BE EVALUATED IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS, 2022, PREFERENTIAL PROCUREMENT POLICY OF COUNCIL.

NB!! FAILURE TO COMPLY WITH THE ABOVEMENTIONED CONDITIONS WILL INVALIDATE YOUR QUOTE!!!

I hereby declare that I understand the above and is duly authorised to sign on behalf of the abovementioned company

PRINT NAME

SIGNATURE

DATE

SUBMISSION OF INVOICES

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:

- The words "TAX INVOCIE" in a prominent place;
- Name, address and VAT registration number of the supplier;
- The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;
- The Saldanha Bay Municipality VAT registration number: 4100113150;
- Unique VAT invoice number and date of issue;
- Accurate description of goods and/or services;
- Quantity or volume of goods or services supplied; and
- Price and VAT amount and percentage (%).

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company

PRINT NAME

SIGNATURE

DATE

MBD 4 (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 favoritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.

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 of 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

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

3. PERSONAL DETAILS

3.1. Name of bidder/representative:		
3.2. ID Number:		
3.3. Position in Company:		
3.4. Company Registration Number:	3.5. Tax Reference Number:	3.6. VAT Registration Number:
3.7. The names of all directors/ trustees/ shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.		

QUESTIONNAIRE

3.8. Are you presently in service of the state?	YES	NO
3.8.1. If YES, please furnish particulars:		
3.9. Have you been in service of the state for the past 12 months?	YES	NO
3.9.1. If YES, please furnish particulars:		
3.10. Do you have any relationship (family, friend, other) with persons in service of the state, who may be involved with the evaluation/adjudication of this bid?	YES	NO
3.10.1. If YES, please furnish particulars:		
3.11. Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation /adjudication of this bid?	YES	NO
3.11.1. If YES, please furnish particulars:		

3.12. Any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
3.12.1. If YES, please furnish particulars:		
3.13. Are any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES	NO
3.13.1. If YES, please furnish particulars:		
3.14. Do you or any of the directors, trustees, managers, principle shareholders or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for his contract?	YES	NO
3.14.1. If YES, please furnish particulars:		
4. DETAILS OF DIRECTORS/TRUSTEES/MEMBERS/SHAREHOLDERS		
FULL NAME	ID NUMBER	STATE EMPLOYEE NUMBER
<hr/> Signature	<hr/> Date	
<hr/> Position:	<hr/> Name of Bidder:	

MBD 6.1 (PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL.

1. GENERAL CONDITIONS

1.1 The following preference point system is 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)

1.2 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 (B-BBEE status level contribution and Locality).

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

	POINTS
PRICE	80
SPECIFIC GOALS	20 (10 BBEE and 10 Locality)
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.4 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.

1.4.1 B-BBEE

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.4.2 LOCALITY

Failure on the part of tenderer to submit the following:

- where the tenderer is the owner of the property / business:
 - municipal account registered in the name of the tenderer not older than 3 months;
- where the tenderer is not the owner of the property / business:
 - a valid lease agreement; or
 - affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost not older than 3 months.
- where the tenderer submitted incorrect or outdated information (account, lease agreement or affidavit) or none of the above, it will be interpreted to mean that preference points for Locality are not claimed.

1.5 The municipality 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 municipality.

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions

and skills development levies;

- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“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;
- (d) **“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;
- (e) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (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 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

4.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

5. POINTS AWARDED FOR SPECIFIC GOALS

In terms of the Preferential Procurement policy of Council section 5(2) and 7(2), 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 and 2 below as may be supported by proof/ documentation stated in the conditions of this tender:

5.1

B-BBEE

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5.2

LOCALITY

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Saldanha Bay Municipality	10
Within the boundaries of the West Coast District	5
Within the boundaries of the Western Cape	2
Outside the boundaries of the Western Cape or failure to provide proof	0

6. DECLARATION

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

6.1 B-BEE-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

B-BBEE Status Level of Contribution: _____ (maximum of 10 points)

6.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2

LOCALITY: _____ (maximum of 10 points)

7. DECLARATION WITH REGARD TO COMPANY / FIRM

7.1 Name of company / firm: _____

7.2 Company registration number: _____

7.3 VAT registration number: _____

7.4 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

7.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Street address of business:

Registered municipal account number: _____

7.6 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 5, 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.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

MBD 8 (DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES)

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 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	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?

Yes

No

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 12 Directors, a schedule with addresses must also be attached to the tender document.

Director 1 Address:

Director 2 Address:

Director 3 Address:

Director 4 Address:

Director 5 Address:

Director 6 Address:

Director 7 Address:

Director 8 Address:

Director 9 Address:

Attach page if space insufficient.

MBD 9 (CERTIFICATE OF INDEPENDENT BID DETERMINATION)

1. This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a) take all reasonable steps to prevent such abuse;
 - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)
in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)
do hereby make the following statements that I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

- 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

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

EVALUATION CRITERIA
80/20 PREFERENCE POINT SYSTEM
CIDB GRADING: 1GB
Letter of Good Standing (WCA)
5 References (written proof)
Estimated quantities is only for evaluation purpose.
Evaluation will be done on total price.
The award will be made on the unit price.

COMPULSORY DOCUMENTS TO BE SUBMITTED BY SUPPLIERS	Comply Please mark/tick where applicable	
	YES	NO
MBD 4 - Declaration of Interest		
MBD 6.1 - Preference Points Claim form <ul style="list-style-type: none"> Original or originally certified B-BBEE certificate or affidavit Municipal account for business or lease agreement (See instruction to Tenderer and details in MBD 6.1 for proof required) 0 points will be allocated if incomplete or invalid		
MBD 8 - Declaration of Bidder's Past Supply Chain Management Practices		
Declaration – Director's municipal accounts		
MBD 9 - Certificate of Independent Bid Determination		
Municipal accounts or lease agreements for directors		
Company registration documents- CIPC		
CIDB Grading: 1GB		
Letter of Good Standing (WCA)		
I hereby declare that I am duly authorised to sign on behalf of the abovementioned company		
_____	_____	_____
PRINT NAME	SIGNATURE	DATE

SPECIAL CONDITIONS OF CONTRACT

JOINERY - 'BUILD-IN' CUPBOARDS IN THE MUNICIPAL FACILITIES (BUILDING) DEPARTEMENT KITCHEN/ RECEPTION AND OFFICES IN VREDENBURG FOR SALDANHA BAY

1. Scope of Work

This contract covers the supply and installation of joinery works- 'build-in' cupboards \ counter in the Municipal Facilities (Building) Department kitchen/ offices / reception in Vredenburg for Saldanha Bay Municipality.

The work includes the following:

- Setting out of the works;
- Build-in Cupboards \ Counter;
- Repair existing build-in cupboards;
- Tiling;
- Etc.

Herein after referred to as the "works", and any other work arising out of or incidental to the above or required of the Contractor for the proper completion of the works in accordance with the true meaning and intent of the contract.

2. Location and Access

The site is situated at the Municipal Facilities (Building) Department; Floryn Streets, Vredenburg.

3. Tender Documents \ Contract \ Bills of Quantities

Tenderers are required to check the number of pages and should any be found to be missing or in duplicate or the writing to be indistinct or should there be any doubt or obscurity as to the meaning of any particular description or should Tenderers consider that any item is incorrectly or inadequately described they must inform the Project Manager or his duly authorized representative, and have the matter rectified or explained as the case may be as no liability whatsoever will be admitted in respect of errors in a tender due to the foregoing.

No alterations, erasures or additions of any kind shall be made by Tenderers in, from or to any part of this document, unless expressly required to be made by written notice and should any unauthorized alterations, erasure or addition be made they will not be recognized by Saldanha Bay Municipality.

4. Insurance Cover Required

The successful Contractor shall within five (5) working days provide proof of the following Insurances being in place.

- Public Liability (R 1M)
- Employers' common law liability, plant, tools, equipment and other temporary structures.
- Motor Vehicle Liability Insurance.

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

5. Guarantee

All workmanship and material shall be guaranteed for a minimum period of 2 years, from the date of completion of work.

6. Schedule of Quantities

6.1. The quantities in the Schedule of Quantities are estimated and may be more or less than stated.

6.2. The Contractor shall submit with his tender a complete and detailed priced schedule (prepared in ink) for the works. All work covered by the schedule including work resulting from modifications or alterations to drawings, shall be measured and paid for according to the completed schedule.

6.3. The absence of stated quantities in the schedule is no guarantee that none will be required. Reasonable and sufficient rates and/or prices shall therefore be inserted to every item, as such prices will be considered when awarding the contract.

7. Trade Names

Prices for articles described by trade names or catalogue references must be based on the type and manufacture specified. Alternatives will be considered.

Special brands, where named, are used to indicate the standard of quality desired.

Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be evaluated and will not be considered for award.

8. Inspection of Site

It is a condition of tender that the Tenderer shall have carried out a full and detailed inspection of the tender documents and shall have inspected the site, prior to the submission of a tender for the project. By such an inspection, the Tenderer shall be deemed to be fully informed as to the nature and degree of complexity of the project, the constructional problems related thereto, the conditions under which the work is to be carried out, the means of access to the site and building and generally of all matters which may influence his tender. No claim of any nature whatsoever will be considered after the submission of tenders due to the failure on the part of the Tenderer to fulfil this obligation.

9. Pricing and Alternative Offers

The Tenderer is required to acquaint himself with the contents of the tender and the price must be based on all the documents enclosed herewith.

Tenderers may, apart from their main offer based fully on the tender specifications, submit an alternative offer/proposal, clearly identified as such and accompanied by detailed supporting documentation and explanation of the benefits to be gained from acceptance of the alternative offer/proposal.

The price offered shall be fixed for the duration of the contract

By submitting this tender, the Tenderer is deemed to have acquainted himself with all the terms and conditions of contract.

10. Completion of Work

10.1. The Contractor may offer a shorter completion period in his tender, which offer may be taken into consideration when adjudicating the tenders.

10.2. Saldanha Bay Municipality requires that the Works be completed within 3 (three) working weeks, which shall include any statutory holidays falling within this period and shall exclude the period from 16 December to 6 January, both days included.

10.3. The completion date will be determined by adding the period specified above to the date as may be stated in the advice of acceptance.

11. Acceptance of Tender

Saldanha Bay Municipality does not bind itself to accept the lowest or any tender.

12. Penalties for late Completion

Should the Contractor fail to complete the Works by the date stipulated in the contract, or such extended date/s as may be allowed by Saldanha Bay Municipality, he shall pay to Saldanha Bay Municipality as penalties the amount of R500,00 (five hundred rand) for each day or part thereof during which the works remain incomplete.

13. Materials to be supplied by Saldanha Bay Municipality

The following material will be provided free of charge by Saldanha Bay Municipality:

- Nil

14. Increase and Decrease in Cost

No escalation will be applicable to this contract and Tenderers must, therefore, make the necessary allowance in their rates.

15. Validity

Tenders shall hold good for 90 (ninety) days from the closing date, during which period prices shall remain firm.

16. Bills of Quantities and Variation to Work

Saldanha Bay Municipality reserves the right to omit or vary portions of the work without prejudice to the contract. Any additions to the work for which a tendered price does not apply will be adjusted by means of a variation order after agreement has been reached between the Contractor and the Project Manager on the rate/price offered.

17. Payments

Two payments shall be made and only for work satisfactory completed, (minus retention money), and in accordance with the Schedule of Rates and Prices.

18. Toilet Facilities

- The Contractor shall provide, maintain, move to new positions as required and finally remove, proper latrines of sufficient number at his \ her cost.
- Latrines shall be constructed and placed in position hidden from public view. Conservancy tank or chemical type latrines shall be used, and the Contractor shall make his own arrangements for the disposal of night soil at his cost.

19. Electricity, Water, Refuse Removal, Telephone

- Water may be made available for the purpose of construction/installation of the works only. The water shall be used conservatively and if not, this privilege shall be removed and the water shall be metered, and the cost of the metered water shall be borne by the Contractor as well as all charges as entertained by Saldanha Bay Municipality. The Contractor must supply all connections, hoses, etc., as required.
- Electricity may be made available to the Contractor. If an electrical connection is obtained all electrical supply cables shall be laid underground. All electrical connection and consumption charges are subject to tariff increases as laid down by the Local Authority from time to time.
- All electrical supply cables shall be laid underground. All electrical/water connection and consumption charges are subject to tariff increases as laid down by the Local Authority from time to time.

20. Site storage and Working Area

- Saldanha Bay Municipality will make available to the Contractor an area as will be needed for the storage of materials to carry out the contract work. The area will be indicated at the site inspection.
- No liability will however be accepted by Saldanha Bay Municipality for the safekeeping of the Contractors materials and he will be totally responsible for this.

21. Works to be Left Tidy

During the construction of the works, the site shall always be kept in a neat and tidy condition. The Project Manager may order the Contractor to stop all work, until such time as, in his opinion, this condition has been observed.

22. Personnel Restrictions

All personnel are always to be kept under strict supervision. Supervisors will be held responsible for ensuring that no one enters any adjacent buildings or private property and that no interference with any other task being carried out on the property occurs.

23. Inspection of Work

- During the progress of the contract all materials being supplied, and all work being undertaken by the contractor shall be subject to periodic inspection by Saldanha Bay Municipality's Project Manager or his duly authorized representative. All such material and workmanship shall be supplied and performed, respectively to the entire satisfaction of the Project Manager or his duly authorized representative.
- Should at any stage in the progress of the said works, or on completion, an inspection visit reveals any defects in the construction, which are due to the part of the

Contractor, such defective material or workmanship shall immediately be replaced or remedied by the Contractor at his own expense and to the satisfaction of the Project Manager or his duly authorized representative.

24. Working Outside Normal Working Hours

Normal working hours are between 08:00 and 16:30 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Saldanha Bay Municipality will not unreasonably withhold permission.

25. Cleaning of Site

The Contractor shall provide for cleaning up and carting away all demolished / removed material not wanted by Saldanha Bay Municipality, rubbish and debris of whatever kind on completion and is to clear away and remove all rubbish, unused materials, temporary erections, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager.

26. Safety Precautions and Insurance.

The Contractor shall take adequate precautions against damage to existing assets and injury to persons, during the course of the work.

The Contractor will be responsible for the repairs and the costs incurred in effecting such repairs to or any damage caused to Saldanha Bay Municipality's property or others' property by the Contractor's staff during transporting, off-loading and carrying out of the required work.

The Project Manager will provide information regarding the location of existing services, but the Project Manager does not accept responsibility for the accuracy of this information. The Contractor shall make further investigations to determine the exact locality, size and depth of existing services before commencing any work to ensure that no damage is done to any service(s). The Contractor shall take all reasonable precautions to protect existing services during construction and during relocation of such service(s).

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the Contractor and subsequently damaged as a result of the Contractor's operations shall be repaired and reinstated forthwith by the Contractor or by the Authority concerned, all at the expense of the Contractor and to the satisfaction of the Project Manager.

Whenever services are encountered which interfere with the execution of the Works and which are required to be moved and relocated, the Contractor shall advise the Project Manager who will determine the extent of the work, if any, to be undertaken by the Contractor in removing relocating and reinstating such services.

Any work required to be undertaken by the Contractor in the moving and relocation of services for which no provision is made in the contract documents, or for which no applicable tender rates exist, will be priced and paid for as per agreed schedule of rates and instructed in the instruction book.

The Contractor shall work in close co-operation with private owners or public authorities controlling those services which have to be protected, removed or relocated. No undertaking can be given as to the exact time of commencement or of completion of the relocation, removal or protection of services which have to be carried out by the owner or controlling authorities themselves. The Contractor is to make allowance in his program for this contingency.

Where services have to be removed or relocated or protected the Project Manager will at the request of the Contractor, notify or negotiate with the owner or authorities controlling those services, but the Project Manager or Employer does not accept liability for any costs resulting from delays in the relocation, removal or protection of any service, or delays as a result of delays in negotiations.

26.1. Act 85

The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993) and Construction Regulations of 2014.

26.2. Environment

The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation.

- **The National Environmental Management Act, 107/1998;**
- **The Environmental Conservation Act, 73/1989; and**
- **The National Water Act, 36/1998.**

26.3. Damage to Saldanha Bay Municipality's Assets and Liability

- Saldanha Bay Municipality will not provide any insurance.
- The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

HEALTH AND SAFETY FILE:

A detailed Health and Safety file is to be compiled and be submitted for approval within one (1) week of issuing the order to the successful tenderer. A site access certificate will only be issued once the file has been approved by the Safety Manager of Saldanha Bay Municipality.

The Health and Safety file will contain the following minimum documentation;

- Letter of Good standing
- All appointments
- SHE Plan approved by client
- Risks Assessments
- Method Statements
- Induction Training
- Equipment maintenance and inspection records
- PPE Issue control sheet
- Training Records

This file will be kept on site and will be available at all times to SBM and Department of Labour

At completion of contract, the Health and Safety file will be included in the consolidated file and it will be handed over to the SBM representative (Project leader/SHE Official).

27. Compliance

All work to strictly comply with the National Building Regulations, SANS Codes and any other relevant regulations / standards / specifications / etc.

28. CONTINGENCIES

Allowance for unforeseen extra work, if any and when the Project Manager has issued a written site instruction.

SPECIFICATIONS

JOINERY - 'BUILD-IN' CUPBOARDS IN THE MUNICIPAL FACILITIES (BUILDING) DEPARTEMENT KITCHEN/ RECEPTION AND OFFICES IN VREDENBURG FOR SALDANHA BAY

NOTE:

For further descriptions of materials to be used and methods to be adopted, the Contractor is referred to the various Codes and Standards, where relevant, and this shall be deemed too form part of the descriptions of any items in the following Specification. Except where any specification provision in a description in this specification is at variance with the above, in which case the specific provision is this Specification description shall apply.

Where trade names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on that particular product specified (i.e. Contractors are required to price the provided bill of quantities). No alterations, erasures, omissions or additions of any kind shall be made by Tenderers in, from or to any part of this document, unless expressly required to be made by written notice and should any unauthorized alterations, erasure or addition be made they will not be recognized by Saldanha Bay Municipality.

Tenderers are however welcome to propose alternative material(s)/design other than what is specified. Alternatives will be considered separately and should thus be priced separately and all supporting documentation (i.e. data sheets, certifications, etc.) be submitted with the tender. When doing so it must be:

- **Priced separately; and**
- **A comprehensive data sheet of the proposed alternative should be provided to confirm its suitability as a like alternative.**

Where such written authority is given by Saldanha Bay Municipality at the request of the Contractor, for the Contractor's convenience, all additional costs involved will be done for the Contractor's account. In the event of a less expensive product or design being used, a variation order reflecting the saving in cost will be issued.

1. SCOPE OF WORK

This contract covers the supply and installation of joinery works - 'build-in' cupboards \ counter in the Municipal Facilities (Building) kitchen/ office & reception in Vredenburg for Saldanha Bay Municipality.

The work includes the following:

- Setting out of the works;
- Build-in Cupboards \ Counter;
- Repair existing build-in cupboards;
- Tiling;
- Etc.

Herein after referred to as the "works", and any other work arising out of or incidental to the above or required of the Contractor for the proper completion of the works in accordance with the true meaning and intent of the contract.

2. TEST FOR RESPONSIVENESS

In order to be considered for a contract in terms of this quotation document, tenders must comply with the following minimum criteria. Documented proof must be submitted along with the tender document. Failure to provide proof of the mentioned criteria will lead to disqualification.

CRITERIA MEASURES	CRITERIA MEASURES
Previous Relevant Experience of Vendor [complete Annexure 'A'] • Minimum of five previously successfully completed projects of a similar nature completed within the past three years	Previous Relevant Experience of Vendor [complete Annexure 'A'] • Minimum of five previously successfully completed projects of a similar nature completed within the past three years

**RETURNABLE SCHEDULE:
ANNEXURE 'A': PREVIOUS RELEVANT EXPERIENCE**

TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED	CLIENT'S DETAILS (WHERE WORK WAS PERFORMED, CONTACT NAME, PHONE NUMBER & VALID EMAIL ADDRESS)	COMPLETION DATE OF CONTRACT	VALUE OF CONTRACT

3. Delivery, Storage and Handling

Protect all material from damage during transport, handling, and storage. Dents, deformations, and defacements are not acceptable. If storage at project is necessary before installation can be accomplished, store such materials in a clean, dry place. Replace all damaged materials. Damaged parts/material may be replaced within a complete assembly, provided replacements are of the same quality, size, shape, colour and other requirements.

Materials where applicable once received by the contractor will become his sole responsibility any damage or loss of any kind will be for his account

5. MATERIALS

Materials to be used are as follows:

- As specified and / or to match the existing

6. JOINERY - 'BUILD-IN' CUPBOARDS \ COUNTER

Build-in cupboards / counter to detail all glued and screwed together to match existing in layout and size and / or as specified.

7. PAINTWORK & FINISHES

All paintwork and finishes to match existing and / or as set out in the Schedule of Quantities.

7. CONTINGENCIES

Allowance for unforeseen extra work, if any and when the Project Manager has issued a written site instruction.

PRICING SCHEDULE

Items	Particulars	Rate	Estimated Quantity	Unit price (vat excluded)	Total Price
1.1	Preliminary and General	Sum	1		
1.2	Health and Safety plan	Sum	1		
	JOINERY 'BUILD-IN' CUPBOARDS IN THE MUNICIPAL FACILITY(OFFICE) DEPARTMENT' KITCHEN / OFFICE & RECEPTION IN VREDENBURG FOR SALDANHA BAY MUNICIPALITY				
	GENERAL				
	The contractor must visit the site and the building(s) and acquaint himself with the conditions and range/scope of the works required. All sizes indicated are approximate.				
2	JOINERY				
	The following in build-in cupboards / counter to detail all glued and screwed together to match existing in layout and size and \ or as specified				
	Manufacture, supply, transport, deliver and install build-in kitchen/sink cupboards with 192/252-12mm stainless steel bar handles, overall size to				

	match the existing cupboards including shelves, ironmongery, finishes, etc. • 32mm Melamine Tops; • 16mm MelaWood or similar approved in Iceberg White Peen • Telescopic Heavy-Duty Draw slides; • 2mm Factory Fitted High Impact Edging on Doors and Shelves; • Blum Door Hinges or similar approved; • 192/252-12mm Stainless Steel Bar Handles on All Doors and Drawers;				
2.1	Build-in Cupboards with shelves, draws, doors etc	Sum	1		
2.2	Reception counter	Sum	1		
2.3	Allow the budgetary amount of R18 000.00 (Eighteen thousand Rand) for repairs, etc to existing shelves /build-in cupboards	Item	1		
3	Tiling:				
	Wall Tiling				
	150 x 200 x 5mm glazed ceramic tiles fixed with adhesive to plaster (plaster elsewhere) including grouting and flush pointing in tile cement/grout:				
	Allow the PC sum of R180.00 per square metre for wall tiles and add for cuttings/waste, profit and take delivery, off-	m ²	32		

	load, store and fix wall tiles to wall with and including tile adhesive and grout joints as described				
Total					R
Contingencies 10%					R
SUB TOTAL (VAT Exclusive)					R
VAT 15% (if applicable)		VAT registration nr: 4.....			R
TOTAL (VAT INCLUSIVE)					R.....-.....
NB!!! QUOTATIONS MUST BE VALID FOR AT LEAST 90 DAYS FROM CLOSING DATE					

- ❖ NB! All items quoted for above must include all labour, profit, etc. to ensure a complete installation / structure which comply with the applicable SABS and \ or any other relevant standard(s)

- ❖ NB!! THE ABOVE ESTIMATES MUST NOT BE SEEN AS A COMPLETE BILL BUT MUST BE READ
- ❖ INCONJUNCTION WITH THE PROJECT SPECIFICATIONS AND RELEVANT DRAWINGS.

- ❖ NB! CONTINGENCIES ARE ONLY TO ALLOW FOR UNFORSEEN EXTRA WORK, IF ANY AND
- ❖ WHEN THE PROJECT MANAGER HAS ISSUED A WRITTEN SITE INSTRUCTION