

FORMAL QUOTATIONS

Total Value of Items / Services more than R 30 000.00

Quote Number:	Q288/2021	Placement Date: 18/03/2021
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To be completed by SCM

Closing Date and Time of Quotation (12h00):	Delivery Date of Items (If items are not delivered on date specified, the order will be cancelled if no arrangements were made by the supplier):
26/03/2021 @12H00	14 days after official order has been received

Contact Person	Mobile No	Telephone No	Email Address
Gary James		022 701 7002 or 022 701 7167	gary.james@sbm.gov.za

Validity period of Quotation:	Minimum 90 days
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Requisition Number	Segment Description
117109	330-Water Depot\Archive\Clinic Upgrade-CRR

Invitation to Quote Form
Full Description of Job / Item and Purpose Required:
INSTALLATION OF ISOBAORD CEILINGS AT THE MUNICIPAL ARCHIVE IN VREDENBURG FOR SALDANHA BAY MUNICIPALITY
<p>Evaluation criteria:</p> <ol style="list-style-type: none"> 1. Evaluation on total amount; 2. CIDB Grading: <u>1GB</u> 3. Letter of good standing (WCA) Proof of valid registration with the Workman's Compensation Association; 4. Attendance Compulsory Site Meeting: In order to be considered for a contract in terms of this quotation, bidders are required to attend the Compulsory Site Meeting at the stipulated time. Failure to do so will result in the bidder being disqualified for further evaluation. Please take note that NO grace period will be allowed for any bidder who

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arrived late; Compulsory Clarification Meeting: Date: Tuesday, 23 March 2021 at 12:00 at Municipal Archive; 7 Floryn Street, Marais Industry, Vredenburg.

Quotations must be placed in the relevant Q number at the Quotation Return Address below

Quotation Return Address (Postal)	Delivery Address (Address where items / goods need to be delivered after receipt of order):
Buller Centre (Investment Centre), Ground Floor (Quotation Box) 15 Main Road (Private Bag x12) Vredenburg (7380)	Municipal Archive Floryn Street, Marais Industrial Vredenburg, 7380

Instructions to Tenderers:

DATABASE REGISTRATION (Compulsory):

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. 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. **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.**
3. The use of correction fluid (TIPPEX) on the price schedule is prohibited and quotations will be found non-responsive.
4. 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.
5. Delivery charges MUST be included in the price for "Supply and Delivery of Goods".
6. 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.
7. Tenderers must submit a **Certificate of Independent Bid Determination (MBD 9), Preference Points Claim Form (MBD 6.1) and original or originally certified B-BBEE certificate or Affidavit** with the quotation. **NO BUSINESS MAY BE CONDUCTED WITH PERSONS IN SERVICE OF THE STATE.** All relevant documents can be downloaded at www.sbm.gov.za > Tenders / Quotations > Supply Chain Documents.
8. The municipality may accept the whole or a part of the quote where the quote comprises of more than one item.
9. The municipality does not bind itself to accept the lowest or any bid.
10. The acceptance of the quote and the subsequent issuing of an official order constitute a legal binding document and may not be cancelled.
11. Goods and services may only be provided after and according to the official order issued.
12. 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

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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.

QUOTATIONS WILL BE EVALUATED IN TERMS OF THE AMENDED PREFERENTIAL PROCUREMENT REGULATIONS, 2017 AND NEW BEE CODES WHEN BIDDERS CLAIM POINTS IN TERMS OF THEIR B-BBEE STATUS LEVEL.

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

Compulsory checklist

Compulsory documents to be submitted by suppliers	Comply Please mark/tick where applicable	
Are you registered on the Central Supplier Database (CSD)? If "YES", please provide your CSD registration nr: MAAA_____	YES	NO
If "NO", please complete the online registration process on Central supplier database www.csd.gov.za		
MBD 4 – Declaration of Interest	YES	NO
MBD 6.1 - Preference Points Claim form in terms of Preferential procurement Regulation 2017	YES	NO
<u>NOTE: BOTH the MBD 6.1 and B-BBEE certificate or affidavit must be attached to the document to claim preference points. If BOTH DOCUMENTS are not attached, 0 points will be given for preference.</u>		
MBD 8 - Declaration of Bidder's Past Supply Chain Management Practises	YES	NO
<u>NOTE: Municipal account/ lease agreement of the bidding entity and its Directors must be attached.</u>		
MBD 9 - Certificate of Independent Bid Determination	YES	NO
Original or originally certified B-BBEE certificate or affidavit	YES	NO
Company registration documents- CIPC	YES	NO
Letter of good standing (WCA) Proof of valid registration with the Workman's Compensation Association	YES	NO
CIDB Registered		

COMPANY NAME:

I hereby declare that I am duly authorised to sign on behalf of the abovementioned company

PRINT NAME

SIGNATURE

DATE

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Invitation to Quote Form

(Price quotation to be completed by the supplier on this form)

<u>NAME AND ADDRESS OF SUPPLIER</u>	<u>SUPPLIER CONTACT DETAIL</u>
	Tel: Fax: Email: Contact Person:

Detailed Specifications

PART A SPECIAL CONDITIONS OF CONTRACT

Project Specification

1. Scope of Work

The works proposed under this contract requires the installation Isobaord ceilings at the municipal archive in Vredenburg for Saldanha Bay Municipality. The scope of the work to be carried out by the Contractor shall include, but not be limited to, the following items of work as indicated on the attached drawings/specifications if applicable:

1. Installation of Isoboard Ceilings to manufactures specifications;
2. Painting;
3. Make good;
4. Supply material, labour, equipment and consumables, tools, scaffolding, etc. to allow for a complete installation;
5. Etc.

2. Site Location

The site is situated at the Municipal Archive, 7 Floryn Street, Marais Industry, Vredenburg.

3. Contract / Tender / Quotation Documents

The tenderers are required to acquaint themselves with the contents of the aforesaid documents complete the Bill of Quantities and all relevant sections in full.

The tenderers are required to check the number of pages and should any be found to be missing or in duplicate or the figures or writing to be indistinct or should there be any doubt or obscurity as to the meaning of any particular word or phrase or descriptions or should tenderers consider that any item is incorrectly or inadequately described they must inform the Project Manager, Private Bag X12, Vredenburg at once in writing under reference and have the matter rectified or explained as the case may be as no liability whatsoever will be admitted by Saldanha Bay Municipality in respect of errors in the tender due to the foregoing.

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No alterations, erasures or additions of any kind shall be made by the tenderers in, from or to any part of this specification unless expressly required to be made by written notice and should any unauthorized alterations, erasures or additions 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 5M)
- 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. Site Establishment & Security of the Site

A suitable area will be made available free of charge to the Contractor, 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 Contractor's materials and he will be totally responsible for this. The Contractor shall provide after-hours security and over weekends.

The Contractor shall make his own arrangements for the accommodation of all labour and comply with the requirements of the respective authorities.

No accommodation for the Contractor's and/or sub-contractor's employees will be available on site. No employee, with the exception of security watchmen may without written approval from the Project Manager and the Municipality, be accommodated on site.

Control of access for construction plant onto public roads shall be in accordance with the requirements of the relevant road's authority and Saldanha Bay Municipality.

6. Time to Complete the Work

The tenderer shall indicate in the Tender the time he will require to complete the work (maintenance period of 2 years excluded – **see Clause 6**), however, this time should not exceed **three (3) weeks**.

This period shall be inclusive of weekends, public holidays, and statutory holiday periods and will start and run concurrently.

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Failing completion of the work within the period as stipulated above or with any shorter period offered by the contenders and accepted by Saldanha Bay Municipality, the contractor shall pay to Saldanha Bay Municipality as penalty the sum of R 500.00 (Five Hundred Rand) for every day or part thereof during which the works remain incomplete.

Furthermore, if the contractor fails to repair any remedial work during the maintenance period, the contractor shall, besides not being paid, as per the rate in the Bill of Quantities, be subject to the same penalties as above. These penalties shall be imposed after 10 days' notification of the fault and will continue until made good. (See clause 6)

7. Guarantee

All workmanship and material shall be guaranteed for a minimum period of 2 years, from the date of completion of work, and this will include predictive maintenance work as required by the contractor, as and when necessary.

A guarantee certificate to be supplied from the paint manufacturer on completion.

8. Setting Out of the Work (i.e. where applicable)

The boundary of the site (which line determines the position/location of the building/alterations) will be pointed out by Project Manager.

The Contractor will be responsible for setting out the works in the appointed location(s).

Before any construction work can commence the Project, Manager must approve in writing that the facility to be installed/constructed is at the correct alignment. The Project Manager must be notified within one day after the completion of all setting out of the work in order for him to arrange a timeous inspection. No additional time can be claimed by the Contractor if written approval to proceed with the work is obtained from the Project Manager within three days after notification.

9. Inspection of the Works

8.1 No work shall be covered up or put out of view without the approval of the Project Manager. The Contractor shall afford full opportunity for the Project Manager to examine and measure any work, which is about to be covered up or put out of view and to examine/test the layers before the final layer work is placed thereon.

The Contractor shall give due notice to the Project Manager whenever any work that is ready or about to be ready for examination. The Project Manager shall, without unreasonable delay, examine and or measure such work as required.

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8.2 The Contractor shall uncover any part or parts of the work or make openings in or through the same as the Project Manager may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Project Manager. This is if any such part or parts have been covered up or put out of view because of non- compliance with the requirements of Sub-Clause 8.1.

8.3 Site records: (Belongs to Saldanha Bay Municipality)

8.3.1 Site Diary

The Contractor shall provide a diary, in triplicate to record all day-to-day incidents that could occur during the contract period. This includes weather, name & number of workers on the site, material that has been delivered, material that has been loaded and disposed of, incidents that have occurred, nature of work to be done on that day, etc.

8.3.2 Site Instruction Book

The Contractor shall provide a site instruction book, in triplicate for the Project Manager to place all instructions that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work. No work will be recognized for additional payment unless it has been recorded and signed in the aforesaid book by the Project Manager.

8.3.3 Program & Planning of the work

The Contractor shall submit his detailed construction program within three (3) days of award of this Contract. This shall include all Sub Contractor activities. The program is subject to the Project Manager's acceptance and will apply for the duration of the Contract, unless changes are approved by the Project Manager.

The Contractor shall take all aspects regarding the conditions on site, access, transportation, restricted working space, the availability of material, machines, labour and the program of the other Contractors into account when compiling his detailed construction program.

Activity program

Tenderers shall submit a proposed activity program, in the form of a Gantt chart, which will reflect the various contract activities with the durations for the various specified activities. The anticipated monthly cash flow for the contract period shall be provided.

Methods and Procedures

The Contractor shall submit with his tender a complete method statement for the proposed work to be done.

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8.3.4 Measuring Book

A measuring book to record all measurement and to measure for payment must be provided by the contractor. The book shall be similar to that of the site instruction book.

8.3.5 Cash flow

Payment will be made monthly and to assist Saldanha Bay Municipality an estimate of how the contractor foresees the work will pan out, an estimate of the proposed payments needs to be provided.

10. Water Supply

Water can be made available for the purpose of construction/installation/completion of the works. 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.

11. Electricity Supply

Electricity may be made available to the Contractor; however, the Contractor shall comply with the Electrical installation regulations and will be responsible for all connections.

12. Ablutions

- The Contractor shall provide, maintain, move to new positions as required and finally remove, proper latrines of sufficient number at his cost.
- Latrines/toilets 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 with the Local Authority for the disposal of night soil at his cost.

13. Materials Found on Site

The Contractor shall not use any materials, other than the material for the works, found on the site without the prior written consent of the Project Manager. No material that is lying on the site (other than that from this contract) or on Saldanha Bay Municipality's property may be removed, even if deemed as scrap, by the contractor.

14. Personnel Restrictions

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

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15. Materials to be supplied by Saldanha Bay Municipality

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

- Isoboard Ceilings' and
- Battens (50x70mm)

16. Clearing of Site

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind, generated from the work, throughout the duration of the contract. Upon completion the Contractor shall clear and remove all rubbish, unused construction material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager. Furthermore, the waste shall be dumped at an approved municipal site.

17. 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.

18. Escalation

This contract does not make provision for compensation in respect of increased costs. The tenderers must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

19. 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).

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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 exists, 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.

17.1 Damage to Saldanha Bay Municipality's Assets and Liability

Saldanha Bay Municipality will not provide any insurance.

17.2 Act 85

- The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The SHEQ Specification must be adhered to.

17.3 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.

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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).

The contractor before doing any work onsite must consult municipal Health and Safety representative to arrange for induction process;

Details of the Municipal Safety Representatives: Mr. Edward Makok @ 022 701 7190 or 0733394014

PART B - DETAILED SPECIFICATIONS AND COMPLIANCE STATEMENTS

Detailed specification:

NOTE:

1. 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 from 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.

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2. Where trade names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on that particular product specified or an equivalent approved product (i.e. Contractors are required to price the provided bill of quantities). 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.

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:

The works proposed under this contract requires the installation Isobaord ceilings at the municipal archive in Vredenburg for Saldanha Bay Municipality. The scope of the work to be carried out by the Contractor shall include, but not be limited to, the following items of work as indicated on the attached drawings/specifications if applicable:

1. Installation of Isoboard Ceilings to manufactures specifications;
2. Painting;
3. Make good;
4. Supply material, labour, equipment and consumables, tools, scaffolding, etc. to allow for a complete installation;
5. Etc.

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.

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<u>CRITERIA</u>	<u>MEASURES</u>
Previous Relevant Experience of Vendor [complete Annexure 'A']	•Minimum of three 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 <i>(Where work was performed, contact name & phone number)</i>	COMPLETION DATE OF CONTRACT	VALUE OF CONTRACT

3. References

- 3.1 The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
- 3.2 Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.
- 3.3 A list of possible applicable regulatory requirements/standards:
- SANS 10400-2011 THE APPLICATION OF THE NATIONAL BUILDING REGULATIONS
 - Good Building Practice

4. Submittals (i.e. where applicable)

- Submit under provisions of "Scope of Work."
- Product Data: Submit manufacturer's data for each item specified herein, identifying the item to be provided, and the manufacturer's recommendations for installation.

5. 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

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parts/material may be replaced within a complete assembly, provided replacements are of the same quality, size, shape, colour and other requirements.

6. PAINT:

6.1 Paint and Quality:

All paints shall be of their best respective qualities. Only those proprietary brands of paint specified shall be used and no substitutes will be allowed after award. Primers, successive coats and thinning mediums must strictly follow the manufacturer's specification.

6.2 Standards and Defective Work:

All work is to conform to the latest "SABS Code of Practice" requirements. Any adulteration of the paint, incorrect mixing, thinning and faulty application will be considered to be defective work, and this shall be re-done at the contractor's expense. All paint failures such as blistering, cracking, flaking, chalking and failure to dry will be rectified.

6.3 Film Thicknesses and Testing:

All paint shall be applied to an acceptable dry film thickness so that the complete work is properly covered in all areas. Film thicknesses shall be generally as specified by the manufacturer and, if any doubts exist, then the paint thickness shall be tested to assess its suitability and cover.

6.4 Samples:

Where required, the contractor shall prepare samples of paintwork as directed. These may require to be over-coated or to form part of the finished job.

6.5 Protection and Final Coats:

During painting all the surrounding surfaces are to be protected from paint splashes and drips. In addition, areas which have been painted must be protected from any damage and marking. Any such damage shall be rectified at the contractor's expense.

To this end it is recommended that all final coats be held over until all areas have been cleared of all other activities.

6.6 Surface Preparation:

Work to all trades preceding the painter must be properly complete before any paintwork commences. Patches, varying surface textures etc. visible on completion of the paintwork will not be accepted. Care is to be exercised in the surface preparation before any paint is applied and proper priming procedures are to be adhered to for all surfaces. All surfaces are to be properly dry before any paint is applied. Clean off all surface dirt, dust, mortar residue, loose powder and other stains.

6.7 Plaster, Concrete and Masonry:

Carefully rake out and fill all surface cracks, holes and uneven areas with manufacturer approved non-shrinking cellulose filler. Allow to dry and rub down and smooth to match surrounding finish.

6.8 Acrylic on One Coat Plaster (Interior)

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Apply one coat Alkali resisting primer as recommended by the manufacturer followed by two full coats best quality acrylic emulsion paint direct out of the tin.

7. Detailed Paint Specific Preparation Preambles

Preamble

The successful performance of a coating system is materially affected by the adequacy of the preparation of the substrate to which it is being applied. It is a fact that more than 95% of all coating failure is directly related to inadequate surface preparation. The remaining causes of coating failure are poor coating application, incorrect coating selection, and inferior quality of the coating itself. It is a requirement that in order for the coatings to perform successfully, that the following preparation preamble be completely understood and applied.

General

All surfaces to be coated must be **CLEAN, SOUND, and DRY**.

A **CLEAN** surface is one that is free of foreign matter e.g. Mould growth, grease, wax, oil, old paint dust, release oils, or any other external contaminant.

A surface is rendered clean by use of the following:

1. Detergent or Solvent Washing
2. High pressure water jet or steam cleaning.
3. Mechanical cleaning e.g. grinding or abrasive blasting.

A **SOUND** surface is one that is free of matter originating from the surface itself e.g. friable particles, laitance, rust, mill scale and oxidation by-products.

A surface is rendered sound by the following:

1. Mechanical scraping,
2. Sandblasting or sandpapering
3. Chemical treating e.g. Acid or detergent washing.

A **DRY** surface is one characterised as follows:

1. Free of Surface and in substrate Moisture.
2. Free of Ponding.
3. Free of rising and permeating damp.
4. Free of condensation.

Masonry substrates are considered dry and ready for painting when it is free of surface moisture altogether, and when the in subsurface moisture content is below 12%. While a surface may appear to be dry, moisture within a porous substrate may permeate to the surface, resulting in coating failure. Accordingly, the subsurface moisture content must be assessed, either by employing a suitably calibrated moisture meter, or in its absence, very simplistically the "Plastic Sheet Test".

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Plastic Sheet Test - Lay a sheet of impervious plastic of approximately 1 square metre in area in tight contact with the surface being tested, preferably in the late afternoon. After a minimum of 12 hours examine the underside of the plastic sheet and the area being tested as follows:

1. The underside of the plastic sheet should be free of condensation to indicate a dry surface.
2. Compare the colour of the test area to that of the adjacent. A difference in colour is indicative of an unacceptable moisture content.

In the case of non-porous substrates e.g. steel, aluminium etc. Factors such as *DEW POINT* (The temperature at which atmospheric moisture will condensate) will affect the performance of the coating. Consequently, coatings should not be applied below the dew point.

PLEASE CONSULT THE PROJECT MANAGER FOR ANY FURTHER INFORMATION THAT MAY BE REQUIRED.

8. Detailed Paint Specific Preparation Clauses as per Bills of Quantities

PREAMBLE CLAUSES

BQP01

All workmanship is to be executed in accordance with correct practices to the satisfaction of the Specifier, and in accordance with the intent and meaning of this Specification.

BQP02

All Preparation products and Coatings are to be supplied by Olympia or its authorised agent and shall be used in strict compliance to its instructions.

BPQ03

All surfaces referred to in this Bill are to be inspected by the applicator prior to the commencement of any work to establish that they are suitable to be coated as specified.

PREPARATION CLAUSES

NEW WORK

BQS01 - Plasters, Cement Rendering, Concrete, Brickwork, Masonry etc. Prepare by removing hard cement splashes. Remove all surface contamination and loose and friable matter by abrading and brush off using a stiff bristled brush. Remove efflorescence when it appears, until it ceases.

BQS02 - Rake out cracks where necessary, and make good using Skim-it Filling Compound, to match surrounding texture.

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BQS03 - Woodwork - Abrade with sandpaper in the direction of the grain, rounding off sharp edges. All Woodwork to be dry and free from surface contamination. Nails and screw heads must be adequately countersunk and filled. Knots are to be treated with knotting to prevent bleeding.

BQS04 - Iron, Mild Steel and Galvanised Steel to be degreased to a water break free state. Remove all scale, rust by mechanical abrasion. All surfaces to be dry and dust free.

REDECORATION

BQS05 - Previously Distempered Surfaces (where the underlying surface is sound) - Brush down existing distemper mechanically or by high pressure water jet to produce a sound surface. Treat fungal growth with Biodex Mould & Fungus Remover as necessary. Fill imperfections with Skim-it Filling Compound as necessary.

BQS06 - Masonry Surfaces painted with Emulsion Paint (where the underlying surface is sound) – Clean by high pressure water jet to remove all loose and flaking paint or Brush down to remove all contamination if existing paint adhesion is good. Treat fungal growth with Biodex Mould & Fungus Remover as necessary. Fill imperfections with Skim-it Filling Compound as necessary.

BQS07 - Masonry Surfaces painted with an Enamel Paint (where the underlying surface is sound) – Clean by high pressure water jet to remove all loose and flaking paint or Brush down to remove all contamination if existing paint adhesion is good. Wash down surfaces with Bioclean Detergent. Treat fungal growth with Biodex Mould & Fungus Remover as necessary. Fill imperfections with Skim-it Filling Compound as necessary. Sand down to provide a key for subsequent coatings.

BQS08 - Previously Painted, Varnished or Oiled Woodwork - Remove all loose and flaking coating by scraping and sanding. Wash surfaces with a solution of washing soda. Bleach woodwork with a 10% solution of Oxalic Acid in water if necessary. When dry, sand down to a smooth and even surface.

BQS09 - Previously Painted Mild Steel or Galvanised Steel - Remove all loose and flaking paint back to bare metal or a sound coating surface by scraping, sanding or sandblasting. Treat all rusted areas with Rust Neutralising Solution. Clean to a contaminant free surface, and paint raw surfaces as soon as possible after preparing.

Consult the Project Manager and/or Technical Advisor for any further information required.

Detailed Paint Specifications

9. Ceilings

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9.1 Wash all ceilings to remove all loose dirt/dust particles. Fill with manufacturer approved Surfacing Filler.

9.2 Apply two coats **Super Acrylic Matt Coating**.

10. Protection - Covering of workplace surroundings

10.1 The contractor shall provide all necessary dustsheets, covers, etc. and shall exercise all necessary care to prevent marking the surfaces of joinery, walls, floors, electrical fittings, paving, concrete, etc. All parts of the work must be left perfectly clean and free at all times from spotting, accumulating of rubbish, debris and dirt arising from the painting during operations. Any surface disfigured or damaged must be completely renovated as necessary to Project Manager's approval, by the Contractor at his own expense.

VALIDITY PERIOD

Regulation 23 (1)(g)(i)(ii) and (iii) of the Supply Chain Management Policy will apply:

1) The procedures for the handling, opening and recording of bids, are as follows: -

g) Validity Periods

- i) A minimum bid validity period will apply to all bids and will be calculated from the bid closure date. Bids shall remain in force and binding for the minimum bid validity period as indicated in the invitation to bid and the bid documents, subject to any other applicable legislation and instructions from the National Treasury for specific types of procurement.
- ii) Unless otherwise indicated in writing by the bidder, the validity of bids submitted will automatically extend beyond the minimum bid validity period as set out in sub-paragraph (g)(i) above and will remain valid for acceptance until the bid award process, including the consideration of any appeals, objections or complaints, has been concluded.

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All Covid 19 legislation protocols must be adhered to.

Pricing Schedule

BILL OF QUANTITIES

Item	Description	Unit	Quantity	Rate	Amount
1	PRELIMINARY AND GENERAL				
1.1	Preliminary and General including Health and Safety Plan; insurance cover; etc.	Sum	1		
	<u>The contractor must visit the site and acquaint himself with the conditions and range/scope of the alterations/renovations and demolitions. All sizes/quantities indicated are approximate.</u>				
	The contractor must take all measurements of the existing building/area on site as he will be jointly responsible for the correctness of measurements of the new work. Materials used for patching and repair of existing walls, floors, ceilings, etc. must match existing. Where walls are broken down, they will be deemed to include plaster, tiles vinyl, etc.				
2	CEILINGS				
	IsoBoard high density 32-36kg/m³ rigid extruded polystyrene 100% closed cell insulation board of 50 mm thickness and 600mm width with edge bevelled finish, tack-fixed with recommended adhesive at 200mm intervals to timber bracing installed at maximum 500mm centres transversely to steel purlines, and edge-fixed with concealed ceiling clips screwed to timber bracing. Boards to be secured to bracing with drywall screws and washers at 300mm centres all in accordance with the manufacturer's instructions.				
2.1	50x70mm Bracing spaced at maximum 500mm from ridge to eaves and around perimeter of room fixed to existing steel purlines	m	974		
2.2	Isoboard	m ²	433		
3	PAINTWORK				
	PAINT ON CEILINGS				
	Apply two (2) coats 'Super Acrylic Matt Coating' paint (client to choose colour):				

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3.1	On Ceilings	m ²	433		
	SUB TOTAL				
	CONTINGENCY COST			10%	
	TOTAL (EXCLUDING VAT)				
	15% VAT (if applicable)	VAT registration no: 4.....			

TOTAL COST (Inclusive of VAT)

NB!!! QUOTATIONS MUST BE VALID FOR AT LEAST 90 DAYS FROM CLOSING DATE

NB! All items quoted for the above must include all labour, profit and the necessary material (i.e. nuts & bolts, screws, nails, paint, recommended adhesive, etc.) to ensure a complete installation which will comply with the applicable SABS standards or any relevant code and that the erection of the work(s) be in accordance with sound building practice.

NB!! THE ABOVE ESTIMATES MUST NOT BE SEEN AS A COMPLETE BILL BUT MUST BE READ INCONJUNCTION WITH THE PROJECT SPECIFICATIONS AND RELEVANT DRAWINGS IF APPLICABLE. EACH LINE ITEM MUST BE PRICED CLEARLY SHOWING THE RATE AND TOTAL.

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

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(To be completed by Supplier)

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: <u>"in the service of the state"</u> means to be – (a) a member of- <div style="margin-left: 40px;"> (i) any municipal council; (ii) any provincial legislature, or (iii) the national Assembly of the national Council of provinces </div> (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:		

FORMAL QUOTATIONS

Total Value of Items / Services more than R 30 000.00

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	
Signature		Date		
Position:		Name of Bidder:		

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MBD 6.1

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

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, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point 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.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to 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 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.

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

2. DEFINITIONS

- (a) **“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) **“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;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“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;
- (g) **“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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“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;
- (k) **“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;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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Total Value of Items / Services more than R 30 000.00

- (o) **“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;
- (p) **“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;
- (q) **“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;
- (r) **“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
- (s) **“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.

ADJUDICATION USING A POINT SYSTEM

- 2.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 2.2 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;.
- 2.3 Points scored must be rounded off to the nearest 2 decimal places.
- 2.4 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.
- 2.5 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.
- 2.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

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4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations 2017, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 4.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 4.3 A Bidder other than EME or QSE 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.

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5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 6.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 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 a sworn affidavit.

7. SUB-CONTRACTING

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

(**Tick applicable box**)

YES		NO	
-----	--	----	--

- 7.1.1 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.

(**Tick applicable box**)

YES		NO	
-----	--	----	--

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....

- 8.2 VAT registration number:.....

- 8.3 Company registration number:.....

- 8.4 TYPE OF COMPANY/ FIRM

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

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[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 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

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cancellation;

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

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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:		

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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

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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 <input type="checkbox"/>	No <input type="checkbox"/>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------	--------------------------------

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:

Director 10 Address:

Director 11 Address:

Director 12 Address:

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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:

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.

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MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

FORMAL QUOTATIONS

Total Value of Items / Services more than R 30 000.00

MBD 9

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:
 - (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.

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.

FORMAL QUOTATIONS

Total Value of Items / Services more than R 30 000.00

MBD 9

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.

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Signature

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Date

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Position

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Name of Bidder