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LOCAL MUNICIPALITY

REQUEST FOR FORMAL WRITTEN PRICE QUOTATIONS GOODS

DEVELOPMENT AND LANDSCAPING OF TRAFFIC ISLAND IN MHLUZI (NODE E)

Kindly furnish me with a written quote for the supply of the goods as detailed in the enclosed schedule.

The following conditions will apply:

- Price(s) quoted must be valid for at least ninety (90) days from date of your offer.
- Price(s) quoted must be firm.
- A firm delivery period must be indicated.
- This quotation will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Policy Framework Act (No 5 of 2000) and for this purpose the enclosed forms MBD 1, MBD 2, MBD 3.1, MBD 4, MBD 6.1, MBD 6.11, MBD 8 and MBD 9 must be scrutinized, completed and submitted together with your quotation.
- The successful provider will be the one scoring the highest points.
- The Council is not bound to accept the lowest or any quote.

Failure to comply with these conditions may invalidate your offer.

Yours faithfully

W.D. FOUCHÉ
MUNICIPAL MANAGER

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MBD 1: REQUEST FOR A FORMAL WRITTEN PRICE QUOTATION

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

Name of Bidder: _____

Postal Address: _____

Street Address: _____

Telephone Number: Code: _____ Number: _____

Cellphone Number: _____

Facsimile Number: Code _____ Number _____

Vat Registration Number: _____

Has an original tax clearance certificate been attached (MBD 2)? Yes / No

Are you the accredited representative in South Africa for the services offered by you? Yes / No

SIGNATURE OF BIDDER: _____

DATE: _____

CAPACITY UNDER WHICH THIS BID IS SIGNED: _____

TOTAL BID PRICE CARRIED OVER FROM MBD 3.1: R -

In Words _____

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: Steve Tshwete Local Municipality.
Department: Finance – Supply Chain Management
Contact Person: Mr. P. Van der Merwe
Tel: (013) 249 7000
Mobile: 082 414 2329
Fax: (013) 243 2550

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Senior Manager Parks and Recreation:
Ms D Lambrechts
Department: Parks and Recreation
Tel: 013 249 7210
Mobile: 082 442 7712
Fax: **013 249 7360.**

SPECIFICATIONS

1. Description of the goods required

Development and Landscaping of traffic island in Mhluzi (Node E). This quotation includes earthworks, planting of trees, hard landscaping, irrigation ect. The contactor must have a CIBD grading of SH1

2. Specifications

This document was prepared by:

Insite Landscape Architects
 TEL: +27 (0) 667 2780 / 8
 FAX: +27 (0) 667 4104
 E MAIL: fritz@insitegroup.co.za

Client:

STEVE TSHWETE LOCAL MUNICIPALITY

Project:

"DEVELOPMENT AND LANDSCAPING OF TRAFFIC ISLAND IN MHLUZI (Node E)"

Location:

MHLUZI, MIDDELBURG

SECTION A1 :

1. PRELIMINARY AND GENERAL

1.1 HEALTH AND SAFETY SPECIFICATIONS

Steve Tshwete Local Municipality in its efforts to ensure optimum compliance with the Provisions of the Occupational Health and Safety Act 85 of 1993 and the Environmental Regulations shall ensure that all contractors employed by the Municipality adhere to the minimum requirements for Construction works on any municipal premises. Contractors shall comply with and be informed of the following:

- * Principal contractor shall provide and demonstrate to the Client a suitable and sufficiently documented OHS plan based on the clients OHS specifications. Kindly refer to the Municipality's SHE manual for clarification on any of the matters below.
 - * Kindly follow the safety file numerical order contained herein as a guide when compiling your safety file with all the relevant documents outlined below.
- a. Copy of the OHS Act 85 of 1993;
 b. COID Act applicable documents;
 c. OHSACT applicable appointments determined by the type and extend of works; Supervisor, and where required sub-ordinate, full time competent person appointed in writing:
- Ladder inspector
 - Scaffold inspector
 - First aid attendant
 - Environmental officer
 - Health and Safety Representative/s

- Electrical tool inspector
 - Explosive power tools inspector
 - Hand tools inspector
 - Flag man
 - Stop-Go officer
 - Traffic officer
 - Stacking & Storage Supervisor
 - Safety officer
 - Electrical installation and Machinery controller
 - Scaffold Supervisor
 - Any other relevant appointments
- d. All contractor and Sub-contractors must supply a certificate of good standing form the Compensation Commissioner;
- e. More than two safety Representatives, establish Safety Committee;
- f. First Aid kit on site;
- g. Registers;
- SHEQ induction attendance register
 - PPE issue register
 - Hand tool inspection register
 - Electrical tools inspection register
 - Ladder register
 - First aid treatment register
 - Toolbox talks attendance register
- h. Training certificate for first aid attendant;
- i. Fall protection plan for roof work, or working in elevated position;
- j. Scaffolding serviceable to comply with SABS 10085;
- k. Electrical and hand tools to comply with standards and be in good state of repair;
- l. Risk assessment undertaken;
- m. Medical fitness certificates where applicable, in file;
- n. Notices and signs erected;
- o. Arrangements to prevent unauthorised entry;
- p. Precautions to be made in the use and storage of flammable liquids;
- q. Emergency plan to be implemented in the event of an emergency;
- r. Barrier tape around work areas;
- s. Official dump procedure;
- t. Rubbish bins to be cleared daily;
- u. Sanitation facilities and change rooms;
- v. All incidents / accidents to be reported to the Municipality
- w. Stacking and storing practices;
- x. Handling of asbestos, lead and any other hazardous products must be dealt with as described in the OHS Act.

IMPORTANT NOTES:

- * The SHEQ file must be approved by the Municipality's SHEQ department.
- * The SHEQ file must be made available to any Municipal SHEQ personnel, or any representative of the Department of Labour.
- * The SHEQ file must be updated daily by the contractor.

1.2 SAFETY ADMINISTRATION

- a. Site Diary
- b. Site visitor register

- c. Project scope of works
- d. Municipal safety specifications
- e. Contractor SHEQ policy
- f. Notification of construction work to DOL if applicable. Construction Regulation 3
- g. 37.2 Agreements
- h. Letter of good standing from Compensation Commissioner for principal and sub-contractors
- i. Designers risk assessment if applicable
- j. Risk assessments based on scope of works
- k. Appointment letters:
 - Appointment letter: Construction Supervisor
 - Appointment letter : Assistant Supervisor
 - Appointment letter: Ladder inspector
 - Appointment letter: Scaffold inspector
 - Appointment letter: First aid attendant
 - Appointment letter: Environmental officer
 - Appointment letter: Health & Safety Representative/s
 - Appointment letter: Electrical tools inspector
 - Appointment letter: Explosive power tools competent person & controller
 - Appointment letter: Hand tools inspector
 - Appointment letter: Flag man
 - Appointment letter: Stop - Go officer
 - Appointment letter: Traffic officer
 - Appointment letter: Stacking & Storage Supervisor
 - Appointment letter: Safety officer
 - Appointment letter: Electrical installation and machinery controller
 - Appointment letter: Scaffolding Supervisor
 - Appointment letter of any other relevant appointments
- l. Site safety rules and toolbox attendance registers
- m. Signed declaration of understanding forms
- n. Safety plan
- o. Fall protection plan, if applicable
- p. Registers
 - SHEQ induction attendance registers
 - PPE issue register
 - Hand tools inspection register
 - Electrical tools inspection register
 - Ladder register
 - First aid treatment register
 - Toolbox talks attendance register
 - Hazardous chemicals register and MSDS
 - Explosive power tool register
- q. First aid attendant training certificate and any relevant medical certificates of personnel
- r. Safety incident and inspection reports
- s. Construction programme & Drawings
- t. Copy of OHS Act
- u. Copy of environmental regulations
- v. COID Act applicable documents

NOTES:

- * The approved Safety file need to remain on site for the duration of the project and may only be removed for the purpose of updating or auditing or if requested by the DOL
- * All sub-contractors must comply with the health and safety specifications, rules and regulations in the safety file.
- * Access will be refused to all Contractors Employees if they do not have the minimum required PPE
- * All contractors on site must have attended the SHEQ induction session.
- * All scaffolding if used shall comply with SANS 10085. All other type of scaffold will be broken down.
- * All Contractors erecting Scaffold must be in possession of a SANS 10085. (On Site)
- * Copies of Certificates of Medical fitness for all workers must be in the Safety File.

IMPORTANT NOTES:

- * The OHS Plan must be approved by the Municipality's SHEQ Department before the commencement of works, and it is therefore imperative that the safety file and all the relevant documents are forwarded to this department allowing at least 14 days for evaluation and approval.
- * A Safety file need to be a working file and as such updated daily, weekly and monthly by the Construction Supervisor.
- * The Safety file needs to be handed over to the Municipality's SHEQ department upon completion of the project.

1.3 FIRST AID EQUIPMENT

a.	Wounds cleaner / antiseptic (100ml)	no.	1
b.	Swabs for cleaning wounds	no.	1
c.	Cotton wool for padding	no.	1
d.	Sterile gauze (minimum qty)	no.	1
e.	Pair of forceps (for splinters)	no.	1
f.	Pair of scissors (minimum size 100mm)	no.	1
g.	Set of safety pins	no.	1
h.	Triangular bandages	no.	4
i.	Roller bandages (75mm x 5m)	no.	4
j.	Roller bandages (100mm x 5m)	no.	4
k.	Roll of elastic adhesives (25mm x 3m)	no.	1
l.	Non-allergenic adhesive strips (25mm x 3m)	no.	1
m.	Packet of adhesive dressing strips (minimum qty 10 as sorted)	no.	1
n.	First Aid dressing (75mm x 100mm)	no.	4
o.	First Aid dressing (150mm x 200mm)	no.	4
p.	Straight splints	no.	2
q.	Disposable latex gloves (medium & large)	no.	2
r.	CPR mouth pieces or similar devices	no.	2

SECTION A2 :**2. MISCELLANEOUS ITEMS SPECIFICATIONS****2.1 SITE CLEARANCE**

- a. Loading and removal to a registered dumping site all unusable material, debris and

placed in measurable storage heaps, resulting from the initial soil preparation to the final finishing process. (other than specified measured items.)

- b. Suitable dumping materials to be used on site as sub base fill materials where possible.
- c. Collect stone and use as sub base filling as indicated.
- d. The contractor should at all times ensure to keep the entire site and adjacent sidewalk areas in a neat and tidy condition.
- e. Collect material and place in measurable heaps.

2.2 **TREE FELLING**

- a. All tree felling strictly in accordance with Health and Safety Act.

SECTION A3 :

3. **EARTHWORKS / SOIL IMPROVEMENT SPECIFICATIONS**

IMPORTANT NOTE:

- * The contractor to only disturb soil areas where new work is to be executed. Any other disturbed area caused by the contractor will result in him re-establishing all the vegetation to the original state at his own cost.

3.1 **TOPSOIL**

- a. The contractor to provide all necessary equipment, labour and machinery for the import and spreading of topsoil / planting soils for the site.
- b. Provide a sample of topsoil for approval by the landscape architect.
- c. The topsoil to be free of any weeds / rocks or plant materials.
- d. Spread topsoil upon instruction of from the Landscape Architect.
- e. Spread topsoil for where required to a minimum thickness of 150 mm.
- f. Install topsoil in tree holes upon instruction from the landscape architect.
- g. Inclusive of all handwork where required.
- h. All final levels to be approved by the Landscape Architect prior to installation of final finishes or planting.
- i. Compact soils where required, and prevent erosion at all times.
- j. All imported topsoil should be recorded and signed into the site instruction book.
- k. Application rate: 0.15m³ per m² for shrubs & groundcovers
- l. Application rate: 0.075m³ per m² for lawn
- m. Application rate: 0.37m³ per tree hole
- n. Rate to be all inclusive.

3.2 **MACHINE WORK**

- a. The contractor to provide all necessary machinery and operators for the earth levelling, moving and compaction of the selected areas on site. Part hand work required needs to be priced separately.
- b. All levelling and compaction allows for in situ soils only
- c. All levelling and compaction must assist in the proper surface drainage of storm water and irrigation water in all areas. Final levels and water ways will be indicated and approved by the landscape architect on site.
- d. All final levels to be approved by the landscape architects.
- e. Levels and compaction that proof to be insufficient will be redone at the contractors own cost.
- f. All rubble and stones resulting from the site levelling to be used for sub base or berm filling.

- g. Contractor to ensure that no services, existing paving or concrete haunching behind curbs, are damaged.
- h. Inclusive of part handwork where required.
- i. Soil compaction will be to 93% & 96% MOD AASHTO. Sufficient soil moisture levels will be enforced to meet the desired compaction percentage.
- j. The contractor to provide WET machine rates (day rates, and operator per day, excl VAT) including transport to and from site, in this tender for the following machinery.
- k. Rate to be all inclusive.

3.3 **ROCK PLACEMENT**

3.3.1 **Rocks on site**

- a. The contractor to provide all necessary machinery, labour, transport to move, relocate and install a selection of rocks on site.
- b. Hauling distance of 1km and less.
- c. Hand labour to be included.
- d. Relocate rocks from stock pile (if applicable).
- e. Rate to be all inclusive.

3.3.2 **Import of rocks**

- a. The contractor to provide all necessary machinery, labour, transport to move, relocate and install a selection of rocks from elsewhere.
- b. Hauling distance of 50km and less.
- c. Rate to be all inclusive.

3.4 **GENERAL SITE SHAPING**

- a. The contractor to provide all necessary equipment, labour and machinery for the general clearing and shaping of selected areas on site. (cut to fill).
- b. The contractor to cut to fill all areas as shown by the landscape architect.
- c. All bulk earthworks levels to be approved by the landscape architect.
- d. All shaping is to assist in the general storm water run off across the entire site.
- e. All materials resulting from the general shaping should be used on site for this purpose only.
- f. Inclusive of all handwork where required.
- g. All foreign materials or rubbish resulting during this process should be collected and removed as provided for elsewhere.
- h. Rate to be all inclusive.

3.5 **SCARIFYING**

- a. The contractor to provide all necessary equipment, labour and machinery for the scarifying of the planting soils in selected areas only.
- b. Rip soil in areas as indicated.
- c. Depth: 150mm.
- d. Rip in two directions, perpendicular to one another.
- e. Use hand labour to scarify at existing irrigation points and other existing elements to ensure that they do not get damaged. Damage would be to the contractors own account.
- f. Contractor to ensure that no services, existing paving or concrete haunching behind curbs and irrigation, is damaged.
- g. The contractor to use proper level measuring tools to assist in the final levelling.
- h. All scarifying must assist in the proper surface drainage of storm water and irrigation water in all areas. Final levels and water ways will be indicated and approved by the

- landscape architect on site.
- i. Rate to be all inclusive.

3.6 **FINE GRADING**

- a. Supply all necessary labour, machinery and equipment for the fine trimming of the soil.
- b. The contractor must ensure that all areas to be planted are compacted sufficiently to avoid any subsidence later on. Soil surface to be planted should not exceed a tolerance of 30mm in height when measured from the basic topographical line.
- c. Cultivate fertilizers as supplied elsewhere.
- d. Provision must be made for proper and effective storm water drainage.
- e. Soil erosion should be avoided at all times.
- f. Stones larger than 40mm in diameter and all foreign material must be removed and used for fill.
- g. Final surface must be shaped to desired profiles as to flow into levels of roadways and structures.
- h. Rate to be all inclusive.

3.7 **COMPOST**

- a. Supply all necessary Transport, labour, machinery and equipment for the supply and installation of the compost for the site.
- b. A sample of compost must be approved by the landscape architect prior to the delivery on site and comply with the specifications.
- c. Application rate: 0.03m³ per m² for shrubs & groundcovers
- d. Application rate: 0.17m³ per tree hole
- e. Rate to be all inclusive.

3.8 **FERTILIZERS**

- a. Supply all necessary labour, machinery and equipment for the supply and application of specified fertilizers for the trees and planting areas.

3.8.1 Super phosphate

- a. Application rate : 375 gram per tree hole.
- b. Application rate : 80 gram per m² for planting areas.
- c. Spread prior to fine trimming of planting soils.
- d. For all planting soils, working in 100 mm deep as per fine grading.
- e. For trees, work in with compost and planting soils.
- f. Rate to be all inclusive.

3.8.2 Mixture 2:3:2

- a. Application rate : 80 gram per m² for planting soils.
- b. Application rate : 100 gram per tree hole.
- c. Spread prior to fine trimming of planting soils.
- d. For planting soils, working in 100 mm deep as per item 3.8
- e. For trees, work in with compost and planting soils.
- f. Rate to be all inclusive.

SECTION A4 :

4. PLANTING (planting) SPECIFICATIONS

4.1 PLANTS:

- a. Purchase all plants at registered SANA nurseries or as specified and transport to site.
- b. All plants must be transported to the site in trucks with closed canopies. Plants in transit may not be exposed to wind or any other harmful elements.
- c. All plants are to be viewed and approved by the Landscape Architect before planting.
- d. Landscape Architect retains the right to adjust specific species if plants are not available or of poor quality.
- e. All trees which are not in a healthy growing condition at the end of the maintenance period, (or as indicated by the landscape architect at any time) will be replaced at the contractors own expense and will carry a full 90 day (from the date replanted) maintenance and replacement guarantee (in writing).

4.2 PLANTING:

- a. Supply all equipment and labour for planting of trees instant lawn.
- b. Tree Planting:
 - * Backfill with tree soil, compost and fertilizer to specification and tramp down firmly.
 - * Remove all surplus soil.
 - * Form a proper soil edge for water damming not less than 250mm deep for irrigation. (30Ltr capacity)
 - * Provide all necessary stays for trees as follows:
 - 200 and 100 Litre Trees:
 - Supply 2 anchor poles (2000mm long x 75mm Ø) driven in 700mm deep on opposite sides of tree.
 - Replace all damages or stolen tree stakes for the full contract period immediately.
 - Use approved plastic tree ties to secure tree firmly 1000mm above planting level. (2 ties per tree)
 - Scarifying and fine grading as provided for elsewhere.
 - Add and work in fertilizers as specified elsewhere.
 - Prepare a smooth, level planting soil surface.
 - Plant only complete lawn sods as per general specification.
- c. Instant Lawn Planting: N / A
- d. Lawn Sprigging: N / A
- e. General:
 - * Keep all plants and plant soils moist or as required by the specific plant species or planting season.

4.3 TREES OUT OF 100Ltr CONTAINERS:

- a. Trees: minimum 3000mm stem height, well branched and 1000mm wide after

- planting with stem diameter of 40 mm measured 300 mm above soil level .
- b. To be specimen trees.
- c. Excavate holes 800 x 800 x 1000mm deep.
- d. Contractor to provide tree stakes, and ties as specified elsewhere (see 4.2.c)
- e. Contractor to guarantee each tree as specified elsewhere.
- f. Plant and maintain.
- g. Trees to be approved by the landscape architect, prior to delivery to site.
- h. Rate to be all inclusive.

4.3 **GROUND COVERS OUT OF 4Ltr CONTAINERS N / A**

SECTION A5 :

5. **HARD LANDSCAPING SPECIFICATIONS**

5.1 **SEATING WALLS - N/A**

- a. Stone clad seating walls - N / A
- b. Supply and install to specification the following:
 - All paving units should have a tested minimum strength of 25 Mpa, and must be SABS approved.
 - Supplier to be approved by the Landscape Architect.

5.2 **UNIT PAVING (see Detail A) N/A**

5.3 **MOW EDGES - N / A**

5.4 **DUMP ROCK**

- a. The contractor to provide all necessary machinery, labour, transport and materials for the supply and installation of dump rock.
- b. Dump rock must be 75-200mm Ø units, 200mm thick layer and in a sandstone colour.
- c. Excavate 150mm topsoil and compact to 90% MOD AASHTO.
- d. Pack dump rock on top of geotextile in such a way that the top surface is level - to be approved by Landscape Architect.
- e. Put a layer of bidum underneath the gravel to keep weeds from growing.
- f. Rate to be all inclusive.

SECTION A6 :

6 **PARK FURNITURE SPECIFICATIONS**

6.1 **BOLLARDS - N/A**

6.2 **PRE CAST CONCRETE BENCHES - N/A**

SECTION A7 :

7. **PARK BUILDINGS AND CONSTRUCTION SPECIFICATIONS**

7.1 **LIGHTING - N/A**

7.2 **1.8M HIGH PALISADE FENCE - N/A**

SECTION A8 :

8. IRRIGATION

8.1 DESCRIPTION OF THE WORKS

- * The works comprise of the supply, installation and commissioning of a hydrant valve irrigation system in the areas as shown in the General Layout Drawings. Included in the works is the installation of pipelines, hydrant valves, brass impact sprinklers, the supply of as built drawings and a working manual of the system. Numerous impacts can operate at one time and each one should run for 30 minutes per cycle per day in order to complete the irrigation in a five day working week.

8.2 PERSONNEL

- * A responsible person is to be appointed upon commencement of the contract. This person should be qualified to interpret and act in accordance with all irrigation drawings and instructions from the Landscape Architect. All irrigation work must be done in accordance with the Landscape Irrigation Association code of standards.

8.3 SITE INSPECTION

- * The tenderer is required to inspect and will be deemed to have inspected the site and familiarised himself with all site conditions. If there are any changes to be made to the irrigation layout during the installation process they must first be discussed with the irrigation designer or irrigation consultant.

8.4 IMPACT SPRINKLERS

- * Products similar to picture
- * Aqua 20, 25 or 32mm Brass Impact
- * An Aqua Brass Impact part/full circle impact sprinkler (or with similar properties) will be used irrigate all the main commons areas as shown on the irrigation layout drawing.
- * They will be installed onto a tripod stand and connected onto a 50mm. hydrant valve by means of a heavy duty drag line. Depending on the flow several of these will be able to operate at one time.
- * The Aqua. brass impact sprinkler's operating range is:-
 - Nozzle size 2.5 to 16mm.
 - Pressure rating 2 – 6 bar
 - Radius to throw 8 – 31.3m
 - Discharge 10 – 374.10 litres per minute

8.5 VALVES

8.5.1 HYDRANT VALVES

- * The hydrant valves installed on site are the: -

- MODEL B119-50 & B34-50 VALVES (Or with similar properties)
- * This page shows more information regarding the hydrant valve:
 - MODEL B119-50 & B34-50 HYDRANT VALVE
 - 50mm. Hydrant Valves (B119-50 – B34-50)
 - Assembly of the 50mm. hydrant Valves with fittings as shown in the respective detail drawing.
 - 50mm hydrant bend Keys will manually operate the hydrant valves, which in turn will run the impact sprinklers.
 - All hydrant Valves will be connected to a 50mm galvanized riser.
 - All connections to be encased in a 300mm. x 300mm x 300mm. concrete thrust block.
 - Product similar to picture

8.5.2 PIPES

- * PVC Z LOCK PIPE with integral rubber ling joints
- * Mainline pipes as shown in the General Layout Drawings if PVC pipe must be to SABS966 standards.
- * All interconnections to be of PVC Z joint connections with integral rubber ling joints. All changes in direction by means of elbows or tees will have concrete thrust blocks cast to anchor the joints. The anchor blocks will be sized in accordance with the pipeline size.
- * HDPE Pipes
- * Mainline pipes as shown in the General Layout Drawings of class 10 or 6 High Density polyethylene type IV to SABS 533.
- * “SAB” compression fittings (or with similar properties) are to be used on HDPE pipes.

8.5.3 TRENCHING

- * Excavation, backfilling and compaction of trenches 650 mm deep and 250 mm wide for all pipes over 63mm. Diameter and 450 mm deep and 250 mm wide for all pipes below and including 63mm pipe.
- * Compaction of trenches through hard surfaced areas to be to site engineer's specification for other civil works. That through planted areas to be to the same degree of compaction of the surrounding planting area, such that no subsidence occurs after backfilling.
- * If rock or other adverse conditions preclude the installation at the prescribed depth, the client's permission must be obtained for burial at a shallower depth.
- * The Backfill material surrounding the pipe by 50mm shall be free of rock or other hard materials.

8.5.4 WARRANTY

- * To protect the client's interest regarding a quality irrigation system and ongoing onsite supervision and consultation during the project, only the specified materials will be used on the project -: i.e., SABS piping, brass valves and impact sprinklers, compression fittings, etc.
- * The terms and conditions of the warranty or guarantee shall be clearly stated and shall not be for less than 12 months from the date of handover of the completed system.
- * Warranties and / or guarantees on materials or irrigation equipment from suppliers shall be passed on to the client and shall be clearly stated.

- * For the client's safety, adequate safeguards in the form of insurance in respect of public liability, product liability and all forms of indemnity are to be taken out.

8.5.5 AS-BUILT DRAWING

- * An as built drawing must be handed over, after the completion of the irrigation contract to either the irrigation consultant or landscape architects in computer format.

8.5.6 MUNICIPAL WATER

- * Municipal will be used for the irrigation system and a minimum flows and pressure will depend on size of site.

SECTION A9 :

9. **PARK MAINTENANCE SPECIFICATIONS**

9.1 **AFTER COMPLETION MAINTENANCE**

- a. The contractor to provide all necessary machinery, labour, material to allow for complete maintenance and establishment of all elements within this bill of quantities inclusive but not limited to the following:
 - Ongoing Irrigation
 - Application of fertilizers
 - Weeding
 - Cleaning of the park and sidewalk area
 - Replacing planting upon instruction by the Landscape Architect.
 - Repairing all paved surfaces showing defects what so ever.
 - Application of chemical pest control (if necessary) as per Bill of Quantities.
- b. All maintenance should be done in accordance to the maintenance specifications and other specific descriptions in the bill of quantities.
- c. The maintenance period will commence upon the approval and issue of the Certificate of Practical completion.

MBD 2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full form TCC001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
6. Exemption to the provision of a Tax Clearance Certificate will be granted provided that:
 - a) The bidder is registered on the vendor database of the municipality and a valid tax clearance certificate was submitted together with the application for registration
 - b) If the closing date of the price quotation or bid falls within the expiry date of the tax clearance certificate that is in the municipality's possession.

MBD 3.1: PRICING SCHEDULE

Name of Bidder: _____	Bid Number: Q01.05.11
Closing Time: 12:00	Closing Date: {add date}

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID

SCHEDULE OF QUANTITIES		
	SUMMARY OF BOQ	Amount
	PEDESTRIAN LINK	
	1. MISCELLANEOUS.	R
	2. EARTH WORKS.	R
	3. PLANTING.	R
	4. HARD LANDSCAPING.	R
	5. IRRIGATION.	R
	6. AFTER COMPLETION MAINTENANCE.	R
	7. PRELIMINARIES AND GENERAL	R
	8. CONTINGENCIES 5%	R
	GRAND TOTAL (excl VAT)	R
	NETT TOTAL CATTIED OVER TO MBD 1	R
	GRAND TOTAL (incl VAT)	R
	Bankers Details:	
	Contractor's Name:	
	Name reflected on bank statement:	
	Bank:	
	Branch:	
	Account Number:	
	Cheque Account: <input type="checkbox"/> or Savings Account: <input type="checkbox"/>	
	Wireman's Numer:	
	Signature:	
	Contact person:	
	Cell:	
	Email:	
	Date:	

		DESCRIPTION	UNIT	QTY.	RATE.	TOTAL.
1.		MISCELLANEOUS ITEMS.				
	1.1	Site Clearance (refer to item 2.1 in specifications document) - loading and removal to a registered dumping site all unusable material, debris and placed in measurable storage heaps, resulting from the initial soil preparation to the final finishing process.				
	a.	Allowance for removal of rubble to dumping site (Within 20km radius)	m ³	10		
		Sub-total for Miscellaneous				
2.		EARTHWORKS / SOIL IMPROVEMENT				
	2.1	Topsoil (refer to item 3.1 in specifications document) - the contractor to provide all necessary equipment, labour and machinery for the import and spreading of topsoil to site.				
	a.	Allowance for import of planting soils - 0.37m ³ per tree (30 trees)	m ³	11.1		
	2.2	Machine rates General Earthworks (refer to item 3.2 in specifications document)				
	a.	Grader	days	1		
	b.	TLB Machine	days	2		
	c.	Bobcat	days	1		
	d.	Compactor	days	1		
	e.	Truck	days	1		
	2.3	General Site Shaping (refer to item 3.4 in specifications document) - the contractor to provide all necessary machinery, labour and equipment for the general clearing and shaping of selected areas on site as shown by the Landscape Architect - inclusive of handwork where required.				
	a.	Allowance for final leveling and shaping.	m ²	1676		
	2.4	Compost (refer to item 3.7 in specifications document) - the contractor to provide all necessary equipment, labour and machinery for the import and spreading of compost to site.				
	a.	Compast	m ³	5.1		
	2.5	Fertilizers (refer to item 3.8 in specifications document) - contractor to provide all necessary equipment, labour and machinery for the supply and application of specified fertilizers for the trees, shrub & groundcover and lawn areas.				
	a.	Allowance super phosphate for tree holes. (350g / tree hole)(30 trees)	kg	10.5		
	b.	Allowance 2:3:2 for tree holes. (100g / tree hole)(30 trees)	kg	3		
		Sub-Total for Earthworks				
3.		PLANTING (supply, deliver and plant)				
		Planting (refer to item 4.1 in specifications document)				
	3.1	100 Ltr Trees (refer to item 4.2 in specifications document) - the contractor to provide al necessary equipment, labour and machinery for the planting of 100 Ltr trees: minimum 3m high, 1000mm crown Ø, 40mm stem Ø				
		100 Ltr Trees. (3000mm high / 40mm stem)				
	a.	Aloe marlothii (100kg)	each	30		
			total trees	30		
		Sub-Total for Planting				

		DESCRIPTION	UNIT	QTY.	RATE.	TOTAL.
4.		HARD LANDSCAPING				
	4.1	Rock placement. (1km hauling) (refer to item 3.3 in specifications document)				
	a.	Allowance for rocks 1m ³ to 1.5m ³	m ³	2		
	b.	Allowance for rocks 1.5m ³ to 2.5m ³	m ³	1		
	4.2	Dump rock (refer to item 5.4 in specifications document)				
	a.	Allowance for Dump rock on Bidum (Burgandy colour) (495m ²)	m ³	123.75		
	b.	Allowance for Dump rock on Bidum (Sandstone colour) (786m ²)	m ³	196.5		
	c.	Allowance for Dump rock on Bidum (Charcoal colour) (395m ²)	m ³	98.75		
	d.	Allowance for layerworks compaction test	SUM	1		
		Sub-Total for Hard landscaping				
5.		IRRIGATION				
	5.1	Irrigation				
	a.	Allowance for turf valve irrigation system (refer to section 8 in specifications document)	m ²	1676		
		TOTAL for Irrigation				
6.		MAINTENANCE				
	7.1	Maintenance				
		After completion maintenance - allow for the complete maintenance and establishment of all planted areas, inclusive of: application of fertilizers, etc. upon instruction, replacement of plants, all according to the specifications and as may be instructed by the Landscape Architect. Maintenance of the irrigation system. The maintenance period will commence upon issue of the Certificate of Practical Completion. Rate to be applicable as if municipal water connection is on site (refer to section 9 in specifications document)				
	a.	Allowance for maintenance throughout park	Month	3		
		TOTAL for Maintenance				
7.		PRELIMINARY AND GENERAL				
	7.1	Preliminary and general (refer to item 1.1 in specifications document)				
	a.	Allowance for P & G (if required, Contractor to specify)				
	i					
	ii					
	lii					
	iv					
		TOTAL for P & G				
		Construction period from date of Award			Days	

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 favouritism, 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 authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name: _____

3.2 Identity Number: _____

3.3 Company Registration Number:

3.4 Tax Reference Number: _____

3.5 VAT Registration Number: _____

3.6 Are you presently in the service of the state* **YES / NO**

If so, furnish particulars.

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

3.7.1 If so, furnish particulars.

3.8 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

* MSCM Regulations: "in the service of the state" means to be –

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

3.8.1 If so, furnish particulars.

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.9.1 If so, furnish particulars

3.10 Are any of the company’s directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If so, furnish particulars.

3.11 Are any spouse, child or parent of the company’s directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If so, furnish particulars.

CERTIFICATION

**I, THE UNDERSIGNED (NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.**

Signature

Date

Position

Name of Bidder

MBD 6.1: PREFERENCE CERTIFICATE

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

Note: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDI's), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

1. GENERAL CONDITIONS:

The following preference point system are applicable to all bids:

the 80/20 system for requirements with a Rand value of up to R 500 000; and

the 90/10 system for requirements with a Rand value above R 500 000.

Failure on the part of a bidder to fill in and/or sign this form may be interpreted to mean that preference points are not claimed.

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. GENERAL DEFINITIONS:

- 2.1. **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2. **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3. **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4. **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5. **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.6. **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001. In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7. **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8. **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9. **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10. **“Historically Disadvantaged Individual (HDI)”** means a South African citizen.

(1) who, due to the apartheid policy that had been in place, had no franchise in national elections

prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) ("the interim Constitution); and/or

- (2) who is a female; and/or
- (3) who has a disability:

provided that a person, who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

- 2.11. **"Management"** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12. **"Owned"** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13. **"Person"** includes reference to a juristic person.
- 2.14. **"Rand value"** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15. **"Small, Medium and Micro Enterprises" (SMMEs)** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16. **"Sub-contracting"** means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17. **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18. **"Trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE:

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDI's, or in the case of a company, the percentage shares that are owned by individuals classified as HDI's, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ASSESSMENT USING A POINT SYSTEM:

- 4.1 The bidder obtaining the highest number of points will usually be awarded the bid.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals. If, however the bids are equal in all respects, then the award shall be decided by the drawing of lots.

5. POINTS AWARDED FOR PRICE/FUNCTIONALITY:

5.1. THE 80/20 PREFERENCE POINT SYSTEM

5.1.a. The following formula must be used to calculate the points for price in respect of bids with a Rand value equal to, or above R 30 000 and up to a Rand Value of R500 000. Organs of state may however, apply this formula for bids with a value less than R30 000, if and when appropriate:

5.1.b. Points Awarded for Price/Functionality (Ps):

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

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

Where

Ps = Points scored for price/functionality of bid under consideration

Pt = Rand value of bid consideration

P min = shall be a bid price.

A maximum of 20 points may be awarded to a bidder for being an HDI and or subcontracting with an HDI and / or achieving any of the specified goals stipulated in regulation 17.

A maximum of 0 points may be awarded to a bidder being a woman.

A maximum of 0 point may be awarded to a bidder being disabled

A maximum of 10 point may be awarded to a bidder in respect of the locality of his office

The bidder with the highest number of points scored may be selected.

5.2. The 90/10 preference point system

5.2.a. The following formula must be used to calculate the points for the price in respect of bids with a Rand value above R 500 000

5.2.b. Points Awarded for Price/functionality (Ps)

A maximum of 90 points is allocated on the following basis:

$$Ps = 90 \left[1 - \frac{(Pt - P_{min})}{P_{min}} \right]$$

Where

Ps = Points scored for price of bids under consideration

Pt = Rand value of offer bid consideration

A maximum of 10 points may be awarded to a bidder for being an HDI and or subcontracting with an HDI and / or achieving any of the specified goals stipulated in regulation 17.

A maximum of 0 points may be awarded to a bidder being a woman.

A maximum of 0 point may be awarded to a bidder being disabled

A maximum of 5 point may be awarded to a bidder in respect of the locality of his office

5.3. In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$N_{EP} = N_{OP} \times \frac{E_P}{100}$$

Where

- N_{EP} = Points awarded for equity ownership by an HDI
- N_{OP} = The maximum number of points awarded for equity ownership by an HDI in that specific category
- E_P = the percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

- 5.4. Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 5.5. Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 5.6. Listed companies and tertiary institutions do not qualify for HDI preference points.
- 5.7. Consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 5.7(a) A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

6. BID DECLARATION

- 6.1. Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

7. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9

	Maximum points (A)	Percentage equity owned (B)	Points claimed (AxB)
7.1. Equity ownership by persons who had no franchise in the national elections	10	%	points
7.2. Equity ownership by women		%	points
7.3. Equity ownership by disabled persons		%	points
Total points – sum of 7.1 to 7.3			

8. DECLARATION WITH REGARD TO EQUITY

Name of firm:	
VAT registration number:	
Company registration number :	

Type of firm (Tick applicable box):		
<input type="checkbox"/> Partnership	<input type="checkbox"/> One person business/sole trader	<input type="checkbox"/> Close corporation
<input type="checkbox"/> Company	<input type="checkbox"/> (Pty) Limited	

Describe principal business activities:

COMPANY CLASSIFICATION <i>(Tick applicable box):</i>
<input type="checkbox"/> Manufacturer
<input type="checkbox"/> Professional service provider
<input type="checkbox"/> Supplier
<input type="checkbox"/> Other service providers.

Total number of years this has been in business?	
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9. List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 7.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	%
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	%
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	%
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	%
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	%
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	%
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	%
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	%
				<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	%

10. CONSORTIUM / JOINT VENTURE

In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with table 10)	Percentage (%) of the contract value managed or executed by the HDI member

11. I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- a) The information furnished is true and correct.
- b) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- c) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- d) If the claims are found to be incorrect, the Employer may, in addition to any other remedy it may have -
 - i. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - ii. 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;
 - iii. impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

Name of Bidder	Signature	Date

Witness Signature:	Witness signature:

MBD 6.11: PROMOTION OF ENTERPRISES LOCATED IN THE STEVE TSHWETE MUNICIPAL AREA

REFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

- 1. Regulation 17(3) (g) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area.
- 2. The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the **Steve Tshwete Local Municipality**. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this municipal area. Enterprises located outside the borders of this Municipality and who only appoint agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

<u>SPECIFIC GOAL</u>	<u>POINTS ALLOCATED</u>
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The stimulation of the local economy by procuring from enterprises located within the borders of the Steve Tshwete Local Municipality	10
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- 3. Preference points may only be claimed by enterprises located within the **Steve Tshwete Local Municipality**. (See paragraph 2 above).

4. **BID DECLARATION**

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

5. **POINTS CLAIMED**

Bidder to indicate whether the point(s) allocated for enterprises situated within the **Steve Tshwete Local Municipality** is/are claimed. Yes / No

6. **DECLARATION WITH REGARD TO LOCALITY**

State full particulars of locality of enterprise as well as that of Head Office:

Address of local enterprise:

Physical: _____

Postal: _____

Telephone: _____

Fax: _____

Municipal Account No: _____

Stand No: _____

Address of Head Office:

Physical: _____

Postal: _____

Telephone: _____

Fax: _____

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
 - (b) 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.

WITNESSES:

1. _____

SIGNATURE (S) OF BIDDER (S)

2. _____

DATE: _____

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

1. This Standard Bidding Document forms part of all bids invited.
2. It serves as a declaration to be used by institutions 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 disregarded if that bidder, or any of its directors have-
 - a) abused the institution's supply chain management system;
 - b) committed fraud or any other improper conduct in relation to such system; or
 - c) failed to perform on any previous contract.
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 companies or persons 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 outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any 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"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) _____
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT. I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION
MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature

Date

Position

Name of Bidder

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 the **Steve Tshwete Local Municipality**

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

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.

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract is not included in this document and may be downloaded from the following website:

<http://www.treasury.gov.za/legislation/pfma/public%20entities/PFMA%20GCC%20July%202020%2010.pdf>