TENDER: 28/2018

NAMAKWA DISTRICT MUNICIPALITY

PROJECT NAME:

SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S DISASTER MANAGEMENT OFFICE

NAME OF SERVICE PROVIDER

ADDRESS: ..........................................................................................................................

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

TEL: .................................................................................................................................

FAX: .................................................................................................................................

Mr. C Fortuin
Municipal Manager
Private Bag X20
Van Riebeeck Street
SPRINGBOK, 8240

TEL: 027 712 8000
FAX: 027 712 8040
<table>
<thead>
<tr>
<th>Number</th>
<th>Heading</th>
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<tbody>
<tr>
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<td><strong>THE TENDER</strong></td>
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<tr>
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<td><strong>Part C1: AGREEMENT &amp; CONTRACT DATA</strong></td>
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<tr>
<td>C 3.1</td>
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</tbody>
</table>
TENDER: 28/2018

SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S DISASTER MANAGEMENT OFFICE

Tenders are hereby invited for the SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S DISASTER MANAGEMENT OFFICE as detailed in the tender document.

Tender documents are available during business hours as of Tuesday, 06 November 2018 from the Supply Chain office (Mrs. L. Richards) Namakwa District Municipality, Van Riebeeck Street, Springbok or it can be downloaded from the Municipal website www.namakwa-dm.gov.za or it can be downloaded from e-tender portal.

The sealed tenders clearly marked: TENDER 28/2018 :SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S DISASTER MANAGEMENT OFFICE - must be placed in the tender box at The Namakwa District Municipality office, Van Riebeeckstreet, Springbok on or before 21 November 2018 at 12:00. A formal opening session will be held soon after the closing time of the tender.

THE FOLLOWING CONDITIONS WILL APPLY:

- Price(s) must be valid for at least ninety (90) days from the tender closing date.
- Price(s) must be firm and must be inclusive of VAT.
- This tender will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulations 2017. The original MBD1, MBD 4, MBD 6.1, MBD7.1, MBD 8 & MBD 9 forms must be completed and submitted together with your tender if it is in excess of R 10 000.
- An original or originally certified B-BBEE certificate, or originally certified Sworn Affidavit must be submitted with your quotation. If it’s not original or originally certified it will not be taken into account for preference points.
- A valid tax compliance pin number on an official document of SARS and a valid tax clearance certificate in order for the municipality to verify tax compliance, must submitted with the tender document.
- Potential service providers must be registered on the Central Supplier Database.
- Potential service providers who were found guilty of fraud or corruption or who willfully neglected reneged on or failed to comply with any government, municipal or other public sector contract during the past five years, will be excluded from this process.
• Potential service providers (or any of the directors) whose municipal rates and taxes or municipal services charges are in arrears for three months, at the municipality or any other municipality or entity, might be excluded from this process. Please submit a municipal account (not older than 3 (three) months as proof of payment with your tender. If the bidder is not responsible for municipal rates, a Sworn Affidavit or a Lease Agreement must be submitted which indicate the reasons why a municipal account cannot be submitted.

• The lowest or only tender will not necessarily be accepted.
• No late, faxed or e-mailed tenders will be accepted.
• Potential service providers will be subject to security screening.

NB: No Bid will be considered from persons in the service of the state.

Failure to comply with these conditions may invalidate your offer.

The Municipality reserves the right to cancel or withdraw the request for tenders at anytime without prior notice.

Yours faithfully

[Signature]

CJ FORTUIN
MUNICIPAL MANAGER

DATE

05/11/2018
## T1.1 TENDER DATA

This table provides generic tender data which shall be used in all procurement conducted in accordance with the provisions of this standard.

<table>
<thead>
<tr>
<th>Sub Clause</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The tender data are standard conditions of tender as contained in Annex F of SANS 294:2004</td>
</tr>
<tr>
<td></td>
<td>The standard conditions of tender for procurements make several references to the quotation data. The quotation data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard condition of tender.</td>
</tr>
<tr>
<td></td>
<td>Each item of data given below is cross-referenced to the sub clause in the standard conditions of tender to which it mainly applies.</td>
</tr>
</tbody>
</table>

**F.1.1** The employer is **Namakwa District Municipality**

**F.1.2** The tender documents issued by the employer comprise:

- **TENDER PROCEDURES**
  - **Part T1: Tender Procedures**
    - T1.1 Tender Notice and Invitation to Quote
    - T1.2 Tender Data
  - **Part T2: Returnable Documents**
    - T2.1 List of Returnable Documents
    - T2.2 Returnable Schedules
- **CONTRACT**
  - **Part C1: Agreement and Contract Data**
    - C1.1 Form of Offer and Acceptance
    - C1.2 Contract Data
  - **Part C2: Pricing data**
    - C2.1 Pricing Instructions
    - C2.2 Activity Schedule
  - **Part C3: Scope of Works**
    - C3.1 Description of works

**F.1.4** **THE EMPLOYER’S AGENT IS:**

Name: .......... *NAMAKWA DISTRICT MUNICIPALITY*

Address: .......... *VAN RIEBEECK STREET, PRIVATE BAG X 20, SPRINGBOK, 8240*

Tel: (027) 712 8000
Fax: (027) 712 8040

E-mail: info@namakwa-dm.gov.za

**F.2.13.5** The employer’s address for delivery of tenders is:

Location of tender box: **NAMAKWA DISTRICT MUNICIPALITY**

Physical address: .......... *VAN RIEBEECK STREET* .......... *SPRINGBOK*

Identification details: **NOTICE 28 /2018: SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S DISASTER MANAGEMENT OFFICE**
The closing time for submission of tenders are: 21 November 2018 AT 12H00

Telephonic, telegraphic, telex, facsimile or e-mailed tenders will not be accepted. Electronic signatures will not be accepted on any returnable document, any document signed electronically will be regarded by the employer as non-responsive.

The tender validity period is 90 days.

The following certificates are to be provided:
- A VALID TAX CLEARANCE CERTIFICATE AND SARS TAX COMPLIANCE PIN NUMBER
- B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT (TO BE ELIGIBLE FOR PREFERENCE POINTS)
- MUNICIPAL BILL
- CSD REGISTRATION

The Procedure for evaluation of responsive tender is:

**Method: 2 (Financial offer & preferences)**

The financial offer will be scored using Formula 2 of table 4 (SANS 294:2004) where the value of $W_1$ is:

- $80$ where the financial value inclusive of VAT of one or more responsive quotations equals or is less than R 50 000 000-00.

Up to 20 evaluation points, based on the B-BBEE status level of a service provider, will be awarded to the service provider who submit a valid B-BBEE status level verification certificate.
NAMAKWA DISTRICT MUNICIPALITY
TENDER: 28/2018

SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S DISASTER MANAGEMENT OFFICE

T2: RETURNABLE DOCUMENTS

The following documents are to be completed and returned as they constitute the quotation whilst many of the returnable documents are required for the purpose of evaluating the quotation, some will form part of the subsequent contract, as they form the basis of the offer. For this reason, it is important that service providers return all information requested.

T2.1 LIST OF RETURNABLE DOCUMENTS

1. RETURNABLE DOCUMENTS REQUIRED FOR QUOTATION EVALUATION PURPOSES
   (Included hereafter for completion)
   MBD 1: Invitation to Bid and Terms and Conditions for Bidding
   MBD 4: Declaration of Interest
   MBD 6: Preference Points Claim Form - in terms of the Preferential Procurement Regulations 2017
   MBD 7: Contract Form – Purchase of Goods/Works
   MBD 8: Declaration of Bidders past Supply Chain Management Practices
   MBD 9: Certificate of Independent Bid Determination

T2.2 LIST OF RETURNABLE SCHEDULES

2. RETURNABLE SCHEDULES FOR QUOTATION EVALUATION PURPOSES
   (to be attached with submission)
   Schedule 1A: CSD registration report
   Schedule 1B: SARS Tax compliance pin and valid tax clearance certificate
   Schedule 1C: Municipal Bill
   Schedule 1D: Original or originally certified BBBEE status level verification certificate or originally certified Sworn affidavit
   Schedule 1E: Proof of Insurance of material
## NAMAKWA DISTRICT MUNICIPALITY

### PART A
**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NAMAKWA DISTRICT MUNICIPALITY**

**BID NUMBER:** 26/2018  
**CLOSING DATE:** 21 NOVEMBER 2018  
**CLOSING TIME:** 12H00

**DESCRIPTION:** SUPPLY AND DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY'S DISASTER MANAGEMENT OFFICE

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX**  
**SITUATED AT (STREET ADDRESS)**

NAMAKWA DISTRICT MUNICIPALITY

HENDRIK VISser BUILDING

VAN RIEBEECK STREET

SPRINGBOK

8240

### SUPPLIER INFORMATION

| NAME OF BIDDER |  |
| POSTAL ADDRESS |  |
| STREET ADDRESS |  |

| TELEPHONE NUMBER | CODE | NUMBER |
| CELLPHONE NUMBER |  |

| FACSIMILE NUMBER | CODE | NUMBER |
| E-MAIL ADDRESS |  |

| VAT REGISTRATION NUMBER |  |

| TAX COMPLIANCE STATUS | TCS PIN: | OR | CSD No: |

| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | Yes | B-BBEE STATUS LEVEL SwORN AFFIDAVIT | No |

*([A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]*)
<table>
<thead>
<tr>
<th><strong>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</strong></th>
<th>☐ Yes</th>
<th>☐ No</th>
<th><strong>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</strong></th>
<th>☐ Yes</th>
<th>☐ No</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>[IF YES ENCLOSE PROOF]</strong></td>
<td></td>
<td></td>
<td><strong>[IF YES, ANSWER PART B:3 ]</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL NUMBER OF ITEMS OFFERED</strong></td>
<td></td>
<td></td>
<td><strong>TOTAL BID PRICE</strong></td>
<td>R</td>
<td></td>
</tr>
<tr>
<td><strong>SIGNATURE OF BIDDER</strong></td>
<td></td>
<td></td>
<td><strong>DATE</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>CAPACITY UNDER WHICH THIS BID IS SIGNED</strong></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</strong></th>
<th><strong>TECHNICAL INFORMATION MAY BE DIRECTED TO:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DEPARTMENT</strong></td>
<td><strong>FINANCE</strong></td>
</tr>
<tr>
<td><strong>CONTACT PERSON</strong></td>
<td>Lizele Richards</td>
</tr>
<tr>
<td><strong>TELEPHONE NUMBER</strong></td>
<td>027718000</td>
</tr>
<tr>
<td><strong>FACSIMILE NUMBER</strong></td>
<td>0277128041</td>
</tr>
<tr>
<td><strong>E-MAIL ADDRESS</strong></td>
<td><a href="mailto:lizellie@namakwa-dm.gov.za">lizellie@namakwa-dm.gov.za</a></td>
</tr>
</tbody>
</table>
PART B
TERMS AND CONDITIONS FOR BIDDING

1. **BID SUBMISSION:**
   1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
   1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
   1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. **TAX COMPLIANCE REQUIREMENTS**
   2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
   2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
   2.3. APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
   2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B.3.
   2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
   2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
   2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td>
<td></td>
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<tr>
<td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td>
<td></td>
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<tr>
<td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td>
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<tr>
<td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td>
<td></td>
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<tr>
<td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td>
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</table>

If the answer is "NO" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

**NB:** FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

**SIGNATURE OF BIDDER:**

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

**CAPACITY UNDER WHICH THIS BID IS SIGNED:**

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

**DATE:**

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

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative: ................................................

3.2 Identity Number: ..............................................................................................

3.3 Position occupied in the Company (director, trustee, shareholder?): ............................................................

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.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars. ...................................................................................

'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.

2 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.

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

3.9.1 If yes, furnish particulars

3.10 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

3.10.1 If yes, 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 and or adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars

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

3.12.1 If yes, 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, 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 this contract. 

YES / NO

3.14.1 If yes, furnish particulars:

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

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


<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>State Employee Number</th>
</tr>
</thead>
<tbody>
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</table>

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

Signature .................................................................................................................. Date

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

Capacity .................................................................................................................. Name of Bidder
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.


---

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
   a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

<table>
<thead>
<tr>
<th></th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td></td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTOR</td>
<td></td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
<td>100</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) "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 or services, through price quotations, advertised competitive bidding processes or proposals;

(d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) "prices" includes all applicable taxes less all unconditional discounts;

(h) "proof of B-BBEE status level of contributor" means:
   1) B-BBEE Status level certificate issued by an authorized body or person;
   2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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:

\[
Ps = 80 \left( 1 - \frac{Pt - P\min}{P\min} \right) \quad \text{or} \quad Ps = 90 \left( 1 - \frac{Pt - P\min}{P\min} \right)
\]

Where

\begin{align*}
Ps & = \text{Points scored for price of bid under consideration} \\
Pt & = \text{Price of bid under consideration} \\
P\min & = \text{Price of lowest acceptable bid}
\end{align*}

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

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:
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 CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.1 B-BBEE Status Level of Contributor: \( \ldots \) = \ldots \) (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. **SUB-CONTRACTING**

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

*(Tick applicable box)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted? \( \ldots \) \%

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 or QSE

*(Tick applicable box)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

<table>
<thead>
<tr>
<th>Designated Group: An EME or QSE which is at least 51% owned by:</th>
<th>EME</th>
<th>QSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Black people</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are youth</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people who are women</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people with disabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black people living in rural or underdeveloped areas or townships</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cooperative owned by black people</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page 3 of 5
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

[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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, 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 contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

\[ \text{WITNESSES} \]

1. .............................................

2. .............................................

\[ \text{SIGNATURE(S) OF BIDDERS(S)} \]

DATE: .............................................

ADDRESS .............................................

.............................................
MBD 7.1: CONTRACT FORM – PURCHASE OF GOODS/WORKS

NAMAKWA DISTRICT MUNICIPALITY

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)................................. in accordance with the requirements and specifications stipulated in bid number........................ at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of bidder’s past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and

(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .........................................................
CAPACITY ...........................................................
SIGNATURE ..........................................................
NAME OF FIRM ......................................................
DATE .................................................................

WITNESSES
1 ........................................
2 ........................................
DATE: ...........................................
CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I ... in my capacity as ... accept your bid under reference number ... dated ... for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PRICE (ALL APPLICABLE TAXES INCLUDED)</th>
<th>BRAND</th>
<th>DELIVERY PERIOD</th>
<th>B-BBEE STATUS LEVEL OF CONTRIBUTION</th>
<th>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4. I confirm that I am duly authorized to sign this contract.

SIGNED AT ...................................... ON ...........................................

NAME (PRINT) ......................................................

SIGNATURE ......................................................

OFFICIAL STAMP ......................................................

WITNESSES
1. ......................................................
2. ......................................................

DATE ......................................................
MD8: DECLARATION OF BIDDERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES

NAMAKWA DISTRICT MUNICIPALITY

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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the &quot;audi alteram partem&quot; rule was applied).</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>


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)?
   The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.
   Yes ☐ No ☐

4.2.1 If so, furnish particulars:

4.3 Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?
   Yes ☐ No ☐

4.3.1 If so, furnish particulars:

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.4</td>
<td>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?</td>
<td>Yes ☐ No ☐</td>
<td></td>
</tr>
</tbody>
</table>

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 ☐ No ☐

4.7.1 If so, furnish particulars:

CERTIFICATION

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

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

.................................................................................................................. ..............................................................................
Signature                                                                                                      Date

.................................................................................................................. ............................................................
Position                                                                                                       Name of Bidder
MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

NAMAKWA DISTRICT MUNICIPALITY

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 per 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.
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.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^a\) 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.

\(^a\) 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.
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

Js9141w 4
NAMAKWA DISTRICT MUNICIPALITY
TENDER: 28/2018

SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY'S DISASTER MANAGEMENT OFFICE

SCHEDULE 1A

CSD REGISTRATION REPORT
NAMAKWA DISTRICT MUNICIPALITY
TENDER: 28/2018

SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S DISASTER MANAGEMENT OFFICE

SCHEDULE 1B

SARS TAX COMPLIANCE PIN AND VALID TAX CLEARANCE CERTIFICATE
NAMAKWA DISTRICT MUNICIPALITY
TENDER: 28/2018

SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY'S
DISASTER MANAGEMENT OFFICE

SCHEDULE 1C

| MUNICIPAL BILL |
NAMAKWA DISTRICT MUNICIPALITY
TENDER: 28/2018

SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S
DISASTER MANAGEMENT OFFICE

SCHEDULE 1D

| ORIGINAL OR ORIGINALLY CERTIFIED BBBEE STATUS LEVEL VERIFICATION CERTIFICATE OR ORIGINALY CERTIFIED SWORN AFFIDAVIT |
NAMAKWA DISTRICT MUNICIPALITY
TENDER: 28/2018

SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY'S
DISASTER MANAGEMENT OFFICE

SCHEDULE 1E

PROOF OF INSURANCE OF MATERIAL
NAMAKWA DISTRICT MUNICIPALITY
TENDER: 28/2018

SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S DISASTER MANAGEMENT OFFICE

C1.1: FORM OF OFFER AND ACCEPTANCE

1.1 OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S DISASTER MANAGEMENT OFFICE

The Bidder, identified in the Offer signature block below, has examine the documents listed in the Tender Data and addenda thereto as listed in the quotation Schedules, and by submitting this Offer has accepted the Conditions of quotation.

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED Tax IS:

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

Rand (in words): R ............................................(figures).

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

For the Bidder: ..........................................................

Signature

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

Name

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

Capacity

Name and address of organisation:

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

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

Signature and name of witness: ..........................................................

Signature

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

Name

Date: .................................................................
1.2 ACCEPTANCE

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

The terms of the contract, are contained in

<table>
<thead>
<tr>
<th>Part 1</th>
<th>Agreement and Contract Data, (which includes this Agreement)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part 2</td>
<td>Pricing Data</td>
</tr>
<tr>
<td>Part 3</td>
<td>Scope of Work</td>
</tr>
<tr>
<td>Part 4</td>
<td>Site information</td>
</tr>
</tbody>
</table>

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Quotation Data and any addenda thereto listed in the Quotation Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative(s) of both parties.

The Bidder shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer’s agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

For the Employer:

Signature..........................................................................................

Name

Christiaan Fortuin

Capacity

Municipal Manager.

Name and address of organisation:

Namakwa District Municipality
Van Riebeeck Street
Springbok
8240

Signature and name of witness:

Signature..........................................................................................

Name............................................................................................... 

Date...............................................................................................
1.3 SCHEDULE OF DEVIATIONS

The extent of deviations from the quotation documents issued by the employer before the quotation closing date is limited to those permitted in terms of the conditions of quotation.

A bidder's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the quotation documents, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.

Any change or addition to the quotation documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

1. Subject
   Details

2. Subject
   Details

3. Subject
   Details

4. Subject
   Details

5. Subject
   Details

6. Subject
   Details

By the duly authorized representatives signing this schedule of deviations, the employer and the bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the quotation data and addenda thereto as listed in the bidder schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance.

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

Signature(s) ................................................................. .................................................................

Name(s) ................................................................. .................................................................

Capacity ................................................................. .................................................................

.........................................................................................................................
(Name and address of organisation)

Name and signature of witness ......................................................... Date .................................................................

For the employer:

Signature(s) ................................................................. .................................................................

Name(s) ................................................................. .................................................................

Capacity ................................................................. .................................................................

.........................................................................................................................
(Name and address of organization)

Name and signature of witness ......................................................... Date .................................................................
NAMAKWA DISTRICT MUNICIPALITY  
TENDER: 28/2018  

SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S DISASTER MANAGEMENT OFFICE  

C1.2 CONTRACT DATA  

CONTRACT DATA FOR: TENDER 28/2018: SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S DISASTER MANAGEMENT OFFICE  

PART 1: DATA PROVIDED BY THE EMPLOYER  

CONDITIONS OF CONTRACT  
The General Conditions of Contract for Government Procurement shall apply. Copies are available on the National Treasury website at www.treasury.gov.za and are also available from the office of the Employer. See below  

CONTRACT SPECIFIC DATA  
The following contract specific data are applicable to this Contract:  

Compulsory Data  

<table>
<thead>
<tr>
<th>Ref Clause</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clause 1</td>
<td>The name of the Employer is <strong>NAMAKWA DISTRICT MUNICIPALITY</strong></td>
</tr>
</tbody>
</table>
| Clause 1 | The address of the Employer is:  
Name: .... **NAMAKWA DISTRICT MUNICIPALITY**  
Address: ... **VAN RIEBEEK STREET, SPRINGBOK, PRIVATE BAG X20**  
Tel: 027 712 8000  
Fax: 027 712 8040  
E-mail: .... **lizeloo@namakwa-dm.gov.za** |
| Clause 1 | The Project is: **SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S DISASTER MANAGEMENT OFFICE** |
| Clause 3.4 & 4.3.2 | The authorized & designated representative of the employer is **Mr. M Bowers** |
| Clause 3.5 | The location of Performance of the project is in Namakwa District Municipality |
| Clause 3.6 | The service provider may not release public or media statements or publish material relating to the services or project under any circumstances |
| Clause 8.2.1 | The Contract is concluded when both parties have signed the agreement. |
| 5 | Copyright of documents prepared for the project shall be vested with the employer. |
| Clause 12.1 | Interim settlement of disputes to be by mediation / adjudication |
| Clause 12.2/12.3 | Final settlement is by litigation / arbitration |
| Clause 12.2.1 | In the event that the parties fail to agree on a mediator, the mediator is nominated by employer. |
### PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

<table>
<thead>
<tr>
<th>Ref Clause</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clause (1)</td>
<td>The name of the Service Provider is:</td>
</tr>
<tr>
<td></td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Address:</td>
</tr>
<tr>
<td></td>
<td>Tel:</td>
</tr>
<tr>
<td></td>
<td>Fax:</td>
</tr>
<tr>
<td>Clause (1)</td>
<td>E-mail:</td>
</tr>
<tr>
<td>Clause 1</td>
<td>The period of performance is:</td>
</tr>
<tr>
<td>Clause 5.3</td>
<td>The authorized and designated representative of the service provider is:</td>
</tr>
<tr>
<td></td>
<td>Name:</td>
</tr>
</tbody>
</table>
CONDITIONS OF CONTRACT

The General Conditions of Contract are government procurement. (See Pages below)

GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS
(2nd Edition 2010)

TABLE OF CLAUSES

1. Definitions
2. Application
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4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
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19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
GENERAL CONDITIONS OF CONTRACT

1. Definitions

1.1 "Closing time" means the date and hour specified in the Quoting documents for the receipt of Quotation.

1.1.7 "Contract" means the documentation of the agreement between the parties in terms of the Form of Offer and Acceptance, and such written amendments or additions to the Contract as may be agreed between the parties.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder, and includes collusive practice among Bidders (prior to or after QUOTATION submission) designed to establish Quotation prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
1.16 "Imported content" means that portion of the quoting price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the tender will be manufactured.

1.17 "Local content" means that portion of the tendering price, which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in quoting documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Supplier" means the successful Bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 "Tort" means in breach of contract.

1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all Quotations, contracts and orders including Quotations for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the Quoting documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General

3.1 Unless otherwise indicated in the Quoting documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Quotation. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to tender are usually published in locally distributed news media and on the municipal entity website.

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the Quoting documents and specifications.

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 2.5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 2.5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent Rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful Bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the Quoting documents or another form acceptable to the purchaser; or (b) a cashier’s or certified cheque
7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

8.1 All pre-Quoting testing will be for the account of the bidder.

8.2 If it is a QUOTATION condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the Quoting documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 4.12 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation
12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser’s personnel, at the supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his Quotation, with the exception of any price adjustments authorized or in the purchaser’s request for tender validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the Quotation. Such notification, in the original Quotation or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier’s performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the goods are required, or the supplier’s services are not readily available.

21.4 Except as provided under GCC Clause 7.5, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 4.12, unless an extension of time is agreed upon pursuant to GCC Clause 4.12.2 without the application of penalties.
21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 7.5, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 7.2.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 42.2

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Antidumping and countervailing duties and rights

24.1 When, after the date of QUOTATION, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 4.12, 7.1 and 7.2, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

28. Limitation of Liability

28.1 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

28.2 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28.3 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 4.4:

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

31. Notices

31.1 Every written acceptance of a Quotation shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his QUOTATION or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a tender SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

34.1.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
NAMAKWA DISTRICT MUNICIPALITY
TENDER: 28/2018

SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S
DISASTER MANAGEMENT OFFICE

PRICING INSTRUCTIONS

The General conditions of Contract, Scope of Work, and the Drawings shall be read in conjunction with the Bill of Quantities.

The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.

Although the Contractor is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedule by the Contractor.

Unless stated to the contrary, items are measured nett in accordance with the Drawings without any allowance having been made for waste or working space. The Contractor to provide for waste and delivery of construction material in his tariffs.

The rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such rates shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Quotation is based.

A rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated.

No amounts must be supplied. Amounts will be determined per individual item based on rates provided.

After a payment certificate was handed in, the employer has 30 days to pay the certificate amount to the contractor for services delivered.
NAMAKWA DISTRICT MUNICIPALITY
TENDER: 28/2018

SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S DISASTER MANAGEMENT OFFICE

BILL OF QUANTITIES

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**TOTAL Material Cost**
**NAMAKWA DISTRICT MUNICIPALITY**
**TENDER: 28/2018**

**SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY'S DISASTER MANAGEMENT OFFICE**

**SUMMARY**

<table>
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<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<td>SECTION A: CONSTRUCTION MATERIALS</td>
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<tr>
<td>SUB-TOTAL</td>
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<tr>
<td>SUB-TOTAL</td>
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<tr>
<td>PLUS: VAT (15%)</td>
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<td>TOTAL</td>
<td>R..........................</td>
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............................................
Name of Signatory

............................................
Signature

............................................
Term of Contract ................. weeks

............................................
Date

(* For use by discretion of Municipality/Engineer only and do not automatically form part of the total quotation price and can be omitted in total)
NAMAKWA DISTRICT MUNICIPALITY
TENDER: 28/2018

SUPPLY & DELIVER OF PAVING MATERIAL TO NAMAKWA DISTRICT MUNICIPALITY’S
DISASTER MANAGEMENT OFFICE

PART C3: SCOPE OF WORKS

C3.1 SCOPE OF WORKS

C3.1.1 GENERAL DESCRIPTION
C3.1.2 DESCRIPTION OF SITE AND ACCESS
C3.1.3 DETAILS OF CONTRACT
THE SCOPE OF WORKS

C 3.1 DESCRIPTIONS OF THE WORKS (SCOPE)

3.1.1 The scope of works includes the delivery of construction material to the following site in the Namakwa District Municipal Area.

- Namakwa District Municipality: Springbok (Disaster Management Office)

C 3.2 SPECIFICATIONS

3.2.1 BEDDING LAYER

- Crusher dust must be obtain from a registered quarry/supplier and shall be used as bedding layer for the paving.

3.2.3 CEMENT

- Cement shall be Portland cement, (CEM II – 32.5). The standard applicable for the classification of cement shall be SANS 50197 – 1

3.2.4 PRECAST UNITS

- Edging beams shall comply with the requirements of SANS 927 for quality and shape of units.

3.2.5 INTERLOCKER PAVERS (60mm - 30MPa)

- Pavers shall be 60mm Concrete pavers, Type S-A interlocking, with a desired strength of 30MPa and a minimum allowable strength of 25MPa, as per SANS 1200 requirement.
C 4.1 SITE INFORMATION

The location where material should be delivered to is Namakwa DM Disaster Management Offices in Springbok. Located next to the Public Works offices on the Goegap/Gholf Course road. This site is easy accessible without any obstructions.
INSTRUCTIONS TO POTENTIAL SERVICE PROVIDERS

ALL TENDER CONDITIONS MUST BE STRICTLY ADHERED TO, FAILING WHICH THIS TENDER SUBMISSION WILL BE DECLARED NON-RESPONSIVE

1.1 Any portion of the Tender Document not completed will be interpreted as "not applicable".

1.2 The Namakwa District Municipality reserves the right to accept:

- the whole quotation or part of a quotation or any item or part of any item or accept more than one quotation (in the event of a number of items being offered) and the Namakwa District Municipality is not obliged to accept the lowest or any tender.

1.3 The Namakwa District Municipality will not be held responsible for any expenses incurred by potential service providers in preparing and submitting quotations.

1.4 The Namakwa District Municipality may, after the closing date, request additional information or clarification of quotations in writing.

1.5 The Namakwa District Municipality’s representative for the purpose of this quote shall be:

Name: Mr M Bowers

Tel. No: (027) 712 8000

Email: marshallb@namakwa-dm.gov.za

2. VALIDITY PERIOD

2.1 Any quotation submitted shall remain valid, irrevocable and open for written acceptance by the Namakwa District Municipality for a period of ninety (90) days from the closing date. By submitting a quotation, the potential service provider undertakes not to withdraw his quote or to amend it during the aforesaid period of ninety (90) days.

3. SPECIAL CONDITIONS OF CONTRACT

THESE SPECIAL CONDITIONS CONTRACT (SCC) SUPPLEMENT MUST BE READ WITH THE CORRESPONDING PROVISIONS OF THE GENERAL CONDITIONS OF CONTRACT (GCC) ISSUED BY NATIONAL TREASURY.


3.1 Standards

Failure to comply with the standards and Specification as set out in the tender document shall constitute a material breach and the Namakwa District Municipality reserves the right to cancel the Contract in terms of Clause 23 of the GCC.

3.2 Payment - Clause 16 of GCC

All invoices must be forwarded to the following address:

Namakwa District Municipality, Private Bag X 20, Springbok, 8240.
4. SETTLEMENT OF DISPUTES – CLAUSE 27 OF GCC


   a) Persons aggrieved by decisions or actions taken by the Namakwa District Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.