



**NDLAMBE MUNICIPALITY  
DEPARTMENT OF INFRASTRUCTURAL DEVELOPMENT**

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**TENDER DOCUMENT**

**FOR**

**UPGRADE OF KENTON ON SEA SPORTS FIELD:  
BUILDING OF RETAINING WALL  
PACKAGE 2**

**TENDER NO: 208/2020**

**NAME OF TENDERER:** \_\_\_\_\_

**TENDER AMOUNT:** \_\_\_\_\_

**CLOSING DATE** : 06 November 2020

**CLOSING TIME** : 12:00 NOON

**TENDER BOX** : Supply Chain Management Office, 44 Campbell Street, Port Alfred



OCTOBER 2020

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## PART 1: TENDERING PROCEDURE

### 1. TENDER NOTICE

#### NOTICE TO TENDER AND INVITATION TO TENDER PRINCIPAL CONTRACTORS

#### PROJECT NAME: UPGRADE OF KENTON ON SEA SPORTS FIELD – BUILDING OF RETAINING WALL

Tenders are hereby invited from suitable qualified contractors for the construction of the following:

PACKAGE	PROJECT NAME	WARD	TENDER NO.	CIDB GRADING
PACKAGE 2	UPGRADE OF KENTON ON SEA SPORTS FIELD – BUILDING OF RETAINING WALL	4	208/2020	1 GB PE OR Higher

The Scope of Works may include, but is not limited to the following:

- Earthworks
- Foundations
- Pouring of concrete
- Building of retaining wall

**NB.:** Bidders will be awarded a maximum of one Package each.

Tender documents may be collected from Ndlambe Local Municipal offices, **Project Management Unit**, 44 Campbell Street, Office No. 9, Port Alfred, 6170 from **26<sup>th</sup> October 2020** (Office hours 08:00 until 16:00). A non-refundable cash deposit of **R111.29 inclusive of VAT** for each document is required. **Bid Documents will only be issued on a receipt obtained from the cashier's office at Ndlambe Municipalities Finance Department. Alternatively the document can be downloaded from our website for free.**

**Compulsory meeting will held on the 29<sup>th</sup> October 2020 at 14:00 Kenton on Sea Sportsfield at 10:00.**

**Completed Tender documents** in sealed envelopes clearly written on the outside as per the bid document e.g. **TENDER NO.: 208/2020 UPGRADE OF KENTON ON SEA SPORTS FIELD: BUILDING OF RETAINING PACKAGE 2** must be placed in the tender box situated at the Municipal Offices, **Supply Chain Management Unit**, 44 Campbell Street, Office No. 8, Port Alfred, 6170 by no later than **12:00 Noon** on **6th November 2020** were the tenders will be opened in public. The bid opening register will be forwarded to all bidders on the same day and the opening meeting will be conducted through zoom for transparency. Interested bidders who would like to witness the tender opening should indicate via email and the municipality will forward them the ID for the **Virtual Meeting**

**BIDS WILL BE EVALUATED ON THE BASIS OF RESPONSIVENESS FIRST THEN FUNCTIONALITY AND ONLY RESPONSIVE BIDS WILL BE EVALUATED ON PRICE AND B-BBEE STATUS CONTRIBUTOR AT 80/20 POINTS BASIS AS INDICATED FROM THE TABLE BELOW. PREFERENTIAL POINTS ARE ALLOCATED/ AWARDED IN ACCORDANCE TO PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 5 OF 2000 (PPPFA) AND THE PPPFA REGULATIONS OF 2017.**

**Functionality: 100 points, Minimum qualifying points will be 70 for further evaluation**

FUNCTIONALITY	POINTS
<b>Experience</b>	<b>40</b>
1. Experience of Site Supervisor/ Foreman and Project Description to be provided in order to claim points for experience.	40
<b>Locality</b>	<b>60</b>
1. Bidders residing within jurisdiction of Ndlambe Municipality	60



Latest Municipal Billing Clearance for both the company and its directors	
Unverified documentation will score zero (0) points	
2. Bidders residing outside of the area of jurisdiction of Ndlambe Municipality	40

**PROSPECTIVE BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

1. Bidders will be adjudicated in accordance with the Municipality Supply Chain Management Policy and in terms of Preferential Procurement Policy Framework Act and new regulations of 2017 will be based on the 80/20 points system.
2. Tenders are to note that prequalification evaluation will be undertaken. A minimum score of 70 points out of 100 points must be scored in order to proceed to the final price evaluation stage.
3. Prices must be valid for at least ninety (90) days from the closing date (**confirmation hereof to be stated on quotation**)
4. Prices quoted must be firm and must be inclusive of VAT.
5. Ndlambe Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid.
6. Late submitted, unmarked, faxed, falsified or emailed offers will not be considered and will be disqualified, whilst the lowest or only quotation will not necessary be accepted.
7. An Original TAX Clearance certificate issued by SARS must accompany this document or a tax reference number and **PIN** or **TCC number** must be provided.
8. The following forms (which are obtainable from the Supply Chain Management Offices in Campbell Street) are required to be completed and submitted together with the bid: **MBD4**, **MBD9**, and should the bidder wish to claim for preferential points in terms of Preferential Procurement Regulations, 2017, form **MBD 6.1** as well as a **certified copy** of the proof of B-BBEE status level contributor (Certificate or Affidavit).  
These MBD forms are available for download from: <http://ndlambe.gov.za/web/mbd-documents/>
9. In case of joint venture, a Memorandum of Agreement indicating the level of involvement and responsibilities of each joint venture partner must be submitted. Individual partners are to comply and submit all relevant documents.
10. Bidders to submit a Letter of Good Standing from the Compensation Commission.
11. Bidders must submit Company Registration Certificate and Company Profile.
12. Bidder will only receive one package.
13. Latest Municipal Billing Clearance Certificate, which covers, if applicable both the company and its directors must accompany all bids.
14. Evidence of registration of the company on the Central Supplier Database must be provided (CSD "MAAA" number
15. Failure to complete **ALL** the supplementary information will result in bidder being deemed non-responsive.

Enquiries related to bid documents may be referred to Mrs. V. Tshangana on Tel: 046 604 5500 or email: [vtshangana@ndlambe.gov.za](mailto:vtshangana@ndlambe.gov.za)

**Notice Number: 208/2020  
22/10/2020**

**ADV. R. DUMEZWENI  
MUNICIPAL MANAGER**

**Municipal Website and Notice Boards**



## 2. INVITATION TO TENDER

YOU ARE HEREBY INVITED TO TENDER FOR THE FOLLOWING PROJECT:  
**UPGRADE OF KENTON ON SEA SPORTS FIELD – BUILDING RETAINING WALL**  
**TENDER NO.: 208/2020**

NOTE THE FOLLOWING REQUIREMENTS

TENDER NUMBER:	CLOSING DATE:	CLOSING TIME:	CIDB GRADING
208/2020	06 November 2020	12:00	1 GB PE OR HIGHER

Tender documents must be deposited in the tender box situated at Ndlambe Municipal Offices, **Supply Chain Management Unit**, Office 8, First Floor, 44 Campbell Street, Port Alfred. The documents must be submitted in a sealed envelope clearly marked with the contract number and project name.

Bidders should ensure that tender documents are delivered to the correct address. If the tender is late, it will not be accepted for consideration.

Tender box accessible during weekdays during office hours from 08:00 – 16:00

All tenders must be submitted on the original official form – **(not to be re-typed or copied)**

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

NAME OF TENDERER	
POSTAL ADDRESS	
PHYSICAL ADDRESS	
TELEPHONE NUMBER	
CELLPHONE NUMBER	
FACSMILE NUMBER	
VAT REGISTRATION NUMBER	

<b>SIGNATURE OF TENDERER:</b>	
<b>DATE:</b>	
<b>CAPACITY UNDER WHICH THIS DOCUMENT IS SEGNEED:</b>	
<b>TOTAL TENDER PRICE (INCL. VAT):</b>	



## PART 2: AGREEMENT AND CONTRACT DATA

### 1. DATA PROVIDED BY THE EMPLOYER

#### CONDITIONS OF CONTRACT

The General Conditions of Contract for Construction Works 2010 (GCC 2010) published by the South African Institution of Civil Engineering (SAICE) are applicable to this contract.

Copies of these conditions of contract may be obtained from the SAICE Tel: 011 - 805 5947 E-mail: civilinfo@saice.org.za.

#### CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010 is applicable to this Contract:

No.	Clause	Description
1	1.1.1.13	The Defects Liability Period is 12 months
2	1.1.1.14	The time for achieving Practical Completion of the Works is <b>3 months</b> (inclusive of rain days, exclusive of special non-working days) calculated from the Commencement Date.
3	1.1.1.15 1.2.1.2	The Employer is: Ndlambe Municipality The Employer's address for receipt of communications and notices is : Physical Address: 44 Campbell Street Port Alfred 6170 Tel No.: 046 – 604 5500 Postal Address: P.O. Box 13 Port Alfred 6170
4	1.1.1.26	The Pricing Strategy is a Re-measurement Contract
5	1.3.2	The governing law is the law of SOUTH AFRICA.
6	4.3.	Add the following new sub-clause: "4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37 (2) of the Occupational Health & Safety Act, 1993 (Act 85 of 1993, hereinafter referred to as 'the Act'), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely: a) The Contractor undertakes that the appropriate officials and employees of the Contractor will fully acquaint themselves with all relevant provisions of the Act and the Regulations promulgated in terms of the Act; b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations will be fully complied with;



No.	Clause	Description
		<p>c) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations, and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations;</p> <p>d) The Contractor agrees that any duly authorised official of the Employer shall be entitled (although not obliged) to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or, to inspect any appropriate records or Safety Plans held by the Contractor;</p> <p>e) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge;</p> <p>f) The Contractor shall furthermore, in compliance with the Construction Regulations of 2003 (Notice No. R1010, dated 18 July 2003) to the Act:</p> <p>i. Acquaint himself with the requirements of the Employer's Health &amp; Safety Specification as laid down in Regulation 4(1)(a) of the Construction Regulation of 2003, and prepare a suitably and sufficiently documented Health and Safety Plan as contemplated in Regulation 5(1) of the Construction Regulation of 2003 for approval by the Employer or his assigned agent. The Contractor's Health and Safety Plan and Risk Assessment shall be submitted to the Employer for approval within 14 days from the date of the Letter of Acceptance and shall be implemented and maintained from the Commencement of Works;</p> <p>ii. The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations of 2003, to monitor that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with requirements of these Regulations shall entitle the Engineer, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time as the Employer or his agent are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
7	5.3.1	<p>The documentation required before commencement with the Works are :</p> <ul style="list-style-type: none"><li>• Health and Safety Plan (Refer to Clause 4.3)</li><li>• Initial programme (Refer to Clause 5.6)</li></ul>



No.	Clause	Description
8	5.3.2	The time to submit the documentation required before commencement with Works execution is within 14 days of the Commencement Date
9	5.8.1	The normal non-working days are Saturdays and Sundays. The special non-working days are : 1) gazetted public holidays; and 2) the year-end break as stipulated by SAFCEC
10	5.12.2.2	Add to Clause 5.12.2.2:  The time period specified as the time for completion includes allowances for those days on which it is expected that work, on the critical path items of the Works, would be prevented due to weather conditions such as wind, rain falling or the subsequent waterlogged condition. Based on average weather conditions of wind, rain and sunshine the allowances are:  <ul style="list-style-type: none"> <li>• 3 working days per month for the months of May to October;</li> <li>• 2 working days per month for the months of November to April.</li> </ul> <p>If the Contractor has been prevented by these weather conditions from working on the critical path items of the Works, then he must notify the Engineer in writing. The submission shall be made within five calendar days of the resumption of work. The Engineer shall upon considering all the relevant factors determine the extension of time to be granted on the basis that an extension of time to the contract will only be granted if the total number of days upon which work on the critical items was prevented, exceeds the total number of days calculated in terms of the above allowance and considering the official contract period as a whole.</p> <p>The tendered sums of the appropriate time-related items shall be increased to take account of the extension/s of time granted.</p>
11	5.13.1	The penalty for failing to complete the Works is actual liquidated damages to a maximum of R200.00 per day.
12	5.16.3	The latent defect period is 5 years.
13	6.8.2	A Contract Price Adjustment Factor shall not be applicable to this contract.
14	6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%.
15	8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum is nil
16	8.6.1.3	Registration with Labour department with Workers Compensation Fund
17	9.1.4	Replace Clause 9.1.4 with the following:  Up to the time of termination of the contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the contract and the Contractor is precluded from exercising his right to terminate the contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.3 hereof, the Contractor:





No.	Clause	Description
		<p>a) will be entitled to an extension of calendar time for working days lost as may be approved by the Engineer, and</p> <p>b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Engineer. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities.</p> <p>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Engineer will decide after consulting with the Contractor, to what extent the contract as a whole is affected and whether or not a claim in terms of this Clause can be submitted.</p> <p>No payment will be made in terms of this Clause after the expiry of the due completion date.</p>
18	10.3.2	Amicable settlement shall be contemplated for all disputes prior to referring any dispute to adjudication or arbitration.
19	10.5.2	Disputes shall be referred to ad-hoc adjudication.
22	10.7.1	The determination of disputes shall be by arbitration.

## 2. DATA PROVIDED BY THE CONTRACTOR

No.	Clause	Description
1	1.1.1.9	The name of the Contractor is .....
	1.2.1.2	<p>The Contractor's address for receipt of communications and notices is :</p> <p>Telephone: ..... Facsimile: .....</p> <p>E-mail : .....</p> <p>Address (Postal) : ..... Address (Physical) : .....</p> <p>.....</p> <p>.....</p>



**3. FORM OF OFFER**

CONTRACT: .....

To: **NDLAMBE MUNICIPALITY**

Having examined the tender documentation and the requirements as set out in the document and it's addendums I/We offer to complete the assignment for the **UPGRADE OF KENTON ON SEA SPORTS FIELD – BUILDING OF RETAINING WALL**, which price, I/We understand shall be firm during entire tenure of the contract for the sum of

R .....Rand (in figure) (.....

..... ) in words

I/we undertake to complete and deliver the whole of the project report and work comprised in the Contract within .....months .....days from the date on which I/we have been given the order to proceed.

I/we further undertake that should I/we withdraw my/our tender after I/We have been indicated as the success full tenderer, I/we agree to pay the Municipality the expenses that will occur in calling for fresh tenders.

Signed on this.....day of .....2020, at .....(Place)

**SIGNATURE OF AUTHORISED PERSON:** .....

**On behalf of (Company)**.....

WITNESS 1: .....

WITNESS 2: .....



## **PART 3: RETURNABLES FOR TENDER EVALUATION PURPOSE**



## 1. LIST OF RETURNABLE DOCUMENTS

The Tenderer must complete and submit the following returnable documents in this order:

(Please tick)

### 1.1 Returnable Documents - Compulsory Submissions

<b>Returnable Documents - Compulsory Submissions</b>	<b>YES</b>	<b>NO</b>
A. Company Profile with ID copies of Directors		
B. Authority of Signatory		
C. Registration with Centralised Supplier Database (CSD)		
D. Companies and Intellectual Property Commission (CIPC)		
E. Original TAX Clearance Certificate (MBD2)		
F. Letter of Good Standing		
G. B-BBEE Certificate		
H. CIDB Certificate		
I. Municipal Billing Clearance Certificate		
J. Project Team – (CV's with certified qualifications and ID copies)		
K. MBD4		
L. MBD9		



# A. COMPANY PROFILE



## **B. AUTHORITY OF SIGNATORY**



## **1. RESOLUTION OF AUTHORITY TO SIGN DOCUMENTS**

I/We, the undersigned, am/are\* duly authorized to sign the Tender Form for this contract on behalf.....  
in accordance with directors resolution taken on.....(date)  
by the directors of.....(company name)  
registered with the registrar of companies under Number.....

SIGNATURE: .....

Name and surname printed: .....

CAPACITY: .....

DATE: .....

WITNESS 1: .....

WITNESS2:.....



# **C. CENTRALISED SUPPLIER DATABASE (CSD)**





# **D. COMPANIES AND INTELLECTUAL PROPERTY COMMISSION (CIPC)**



# **E. TAX CLEARANCE CERTIFICATE**

## **MBD2**



# **F. LETTER OF GOOD STANDING**



# **G. B-BBEE CERTIFICATE**



# H. CIDB CERTIFICATE



# **I. MUNICIPAL BILLING CLEARANCE CERTIFICATE**



# **J. PREVIOUS WORK EXPERIENCE**



## PREVIOUS WORK EXPERIENCE

No.	Project Description and Client	Amount	Reference Name and Contact details
1.			
2.			
3.			
4.			
5.			

- Bidder to attach at least two Appointment letters and Completion Certificate of similar project signed off by the CI





# K. PROJECT TEAM



## PROJECT TEAM

Name	Projects Completed and Name of Employer	Reference Name and Contact details
<b>1. Site Agent/Manager:</b>	1. 2. 3. 4. 5.	
<b>2.Foreman:</b>	1. 2. 3. 4. 5.	
<b>3.Other:</b>	1. 2. 3. 4. 5.	
<b>4.Other:</b>		



# L. MBD4



## DECLARATION OF INTEREST

## MBD 4

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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<sup>2</sup>): .....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number: .....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers 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. ....

<sup>1</sup>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.



<sup>2</sup> Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and 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:

.....  
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

**5. DECLARATION**

I, the undersigned (name) ..... certify that the information furnished paragraphs above are correct. I accept that the CSIR may reject the bid or act against me in terms of paragraph 23 of the General Conditions of Contract should this declaration prove to be false

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder



# M. MBD9



## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

## **MBD 9**

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





<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**MBD 9**

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<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;



- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

- 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



## **PART 4: PRICING DATA**



## **PRICING INSTRUCTIONS**

The tenderer is to take note of the following on pricing the BOQ:

1. The Preliminaries and General total amount should not be more than 15% of the total construction works amount.
2. The bidder's to price for a project specific health and safety file and appropriate PPE and relevant equipment (included in the 15% stated above).
3. The bidder's to make provision of their own accommodation and transportation of workers (included in the Preliminaries and General)
4. The bidder's Workmen's Compensation to be in good standing with the Department of Labour. The validity period is necessary during project implementation.
5. Bidder to price the BOQ in accordance with specifications and drawings.



# **BILL OF QUANTITIES - BOQ**



ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>SECTION A: PRELIMINARY AND GENERAL</b>				
	<b>Fixed-charge and value related items:</b>				
	<b>Contractual requirements</b>				
<b>A1</b>	<b>Contractual Requirements for Contractor</b>				
1.1	Provision for all fixed and time related contractual requirements including profit and attendance to other parties the duration of the contract including mandatory signage	Sum	5%		
	<b>Facilities for Contractor</b>				
2					
2.1	(a) Provision for the preparation of Project Specification OH&S File (to include COVID-19 Risk Mitigation Measures and Action Plan)	Prov. Sum	1	-	R4 000.00
2.2	(b) Provision for Personal Protective Equipment & Protective Clothing (Including COVID-19 requirements)	Sum	1		
2.3	(c) Provision of signage for the project	Prov. Sum	1	-	R500.00
2.4	(d) Provision of Equipment	Prov. Sum	1	-	R 10 000.00
	<b>Time related Items:</b>				
3	<b>Contractual requirements</b>				
	<b>Provision for Appointed Technical Team</b>				
3.1	(a) OHS Site Audit	Month	3	-	R18 878.00



ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
B	<b>TOTAL CARRIED TO SUMMARY</b>				
2.0	<b><u>BILL 2 : SITE EARTHWORKS AND EXCAVATIONS</u></b>				
2.1	Site clearing including grubbing up roots for all small trees and wild growth along the perimeter and cart away debris as directed by authorized supervisor.	m <sup>3</sup>	120		
2.2	Excavate in all classes of soil other than a hard stratum which requires drilling and blasting for strip footings 690mm wide up to maximum depth of 1000mm.	m <sup>3</sup>	150		
	<b>Extra over all excavation for carting away:</b>				
2.3	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the Contractor	m <sup>3</sup>	150		
	<b>FILLING</b>				
2.4	Filling and ramming around strip foundations with selected excavated material or other good quality filling material.	m <sup>3</sup>	150		
2.5	Filling of next to the wall with top soil and compaction on every 3 courses of retaining wall	m <sup>3</sup>	1000		
2.6	Filling of next to the wall with imported material and compaction on every 3 courses of retaining wall	m <sup>3</sup>	1700		
	<b>TOTAL CARRIED FOWARD TO SUMMARY</b>				
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>		
C 3.0	<b><u>BILL NO.3: CONCRETE WORK</u></b>				
	<b><u>REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES</u></b>				



3.1	Supplying and placing 150mm thick mass concrete Grade M20 to strip footings. Ready mix concrete	m <sup>3</sup>	50		
	<b><u>Steel works</u></b>				
3.2	Y12	m	240		

**TOTAL CARRIED FOWARD TO SUMMARY**

Item	Description	Unit	Qty	Rate	
D 4.0	<b>Bill NO.4 MASONRY WORK</b>				
	<b><u>BRICK WORK IN CLASS II MORTAR</u></b>				
	<i>Rate shall include for delivering, lifting, handling, weighting all rough and fair cutting, plumbing angles, normal straight cutting, forming rebated reveals and raking out joints for plastering.</i>				
	<b><u>Up to DPC level-Substructure</u></b>				
	<i>Brick work walls: bedded and jointed in cement and sand (1:4) mortar</i>				
	<b><u>Burnt Brick Work-Superstructure</u></b>				
4.1	230mm thick walls 1.0 m high in standard burnt bricks in cement sand (1:4) mortar: reinforced with Brick force at three alternate courses	m <sup>2</sup>	240		

**TOTAL CARRIED FOWARD TO SUMMARY**

Item	Description	Unit	Qty		
<b>5.0</b>	<b>BILL NO.5 Concrete in between walls</b>				
5.1	Filling of concrete between walls throughout the walls including columns.	m <sup>3</sup>	20		
5.2	Weepholes 75 diameter PVC	m	24		





<b>6.0</b>	<b>Plastering</b>				
6.1	Plastering of Walls ( inside and outside)	m <sup>2</sup>	240		
6.2	Filter using Bidum	m <sup>2</sup>	800		
<b>TOTAL CARRIED TO SUMMARY</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	
<b>E 7.0</b>					
7.0	<b><u>Building of retaining wall using S10 block</u></b>				
7.1	S10 Retaining wall (The slope of the retaining wall must be placed at 25°)	m <sup>2</sup>	270		
7.2	Backfilling with top soil	m <sup>2</sup>	2500		



## SUMMARY

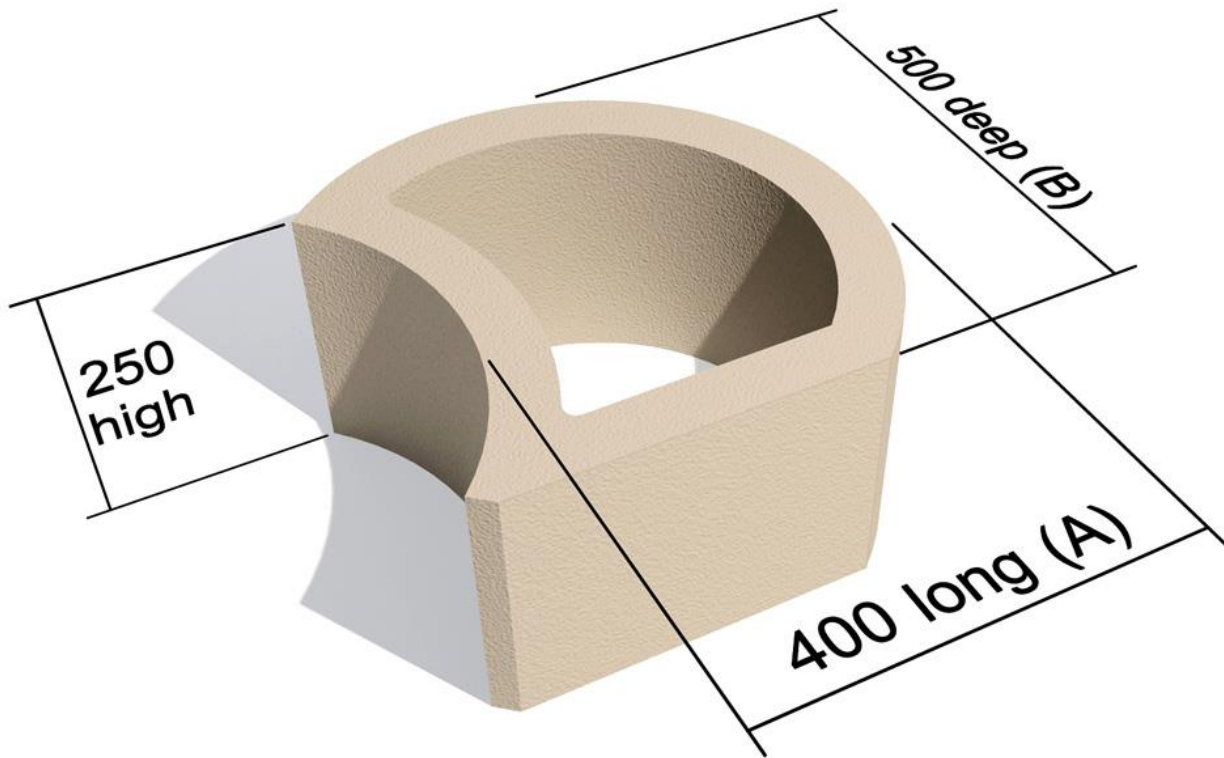
No.	Description	Amount
1	SECTION A: Preliminary And General	
2	SECTION B: SITE EARTHWORKS AND EXCAVATIONS	
3	SECTION C: CONCRETE WORK	
4	SECTION D: MASONRY WORK	
5	SECTION E: BUILDING OF RETAINING WALL USING S10 BLOCK	
	SUB-TOTAL (1)	
	5% CONTINGECIES	
	SUB-TOTAL (2)	
	15%VAT	
	GRAND TOTAL (CARRY TO FORM OF OFFER)	



# PART 5: DRAWINGS



## S10 retaining block



S STANDARD



