CITY OF TSHWANE  
FINANCIAL SERVICES DEPARTMENT:  
SUPPLY CHAIN MANAGEMENT  

REF NO: Q58-2014/15  
CLOSING DATE: 10/03/15  
CLOSING TIME: 10:00

QUOTATION FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE REVIEWING OF THE TSHWANE OPEN SPACE FRAMEWORK

1. Specification, Form A
2. Additional Conditions of Quotation, Form A. 1
3. Insurance requirements, Form A. 2
4. Form of Quotation and Form of Acceptance, Form B
5. Statement of Authorization, Form B. 1
6. Declaration of involvement, Form B. 2
7. Declaration of Tenderer past Supply Chain Management Practices, Form B. 3
8. Certificate of Independent Bid Determination, Annexure D
9. Article of Agreement in terms of Section 37(2) of the Occupational Safety act, 1993
10. Preference points claim forms
11. Declaration Certificate for Local Production and Content, MBD 6.2

N.B: TENDERERS ARE REMINDED THAT FORM B; B. 1; B. 2; B. 3; Annexure D; MBD 6.1 and MBD 6.2 IS TO BE SIGNED.

Quotations will be received on the closing dates and times shown and must be enclosed in separate sealed envelopes, bearing the applicable quotation heading and reference number as well as the closing time and due date, and must be addressed to the EXECUTIVE DIRECTOR, SUPPLY CHAIN MANAGEMENT, 175 E’skia Mphahlele Drive, Pretoria 0001, and placed in the tender box located at the Procurement Advice Centre, (at the entrance to the C. de Wet Centre), 175 E’skia Mphahlele Drive, Pretoria West. Quotations will be closed and opened at the latter address at the time indicated.

TENDERER: ....................................................................................................................

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

A NON-REFUNDABLE DEPOSIT OF R35.00 (VAT inclusive) IS PAYABLE PER DOCUMENT

COMPULSORY BRIEFING SESSION:

1. DATE: 05/03/2015
2. TIME: 10:00
   NB: IT IS OF UTMOST IMPORTANCE THAT THE TIME SET FOR THE OFFICIAL SITE INSPECTION IS STRICTLY ADHERED TO AS NO LATE ARRIVALS CAN/ WILL BE ALLOWED.
3. PLACE: 11 Francis Baard Street, First Floor board room

CONTACT PERSON: Boniswa Masinyana
TEL: (012) 358 8845
1. BACKGROUND TO PROJECT

The City of Tshwane calls for submission of bids to undertake the review of the Tshwane Open Space Framework (TOSF). TOSF is an existing policy which was approved by the City of Tshwane (CoT) Council in November 2005. The TOSF consists of three (3) volumes:

- Volume 1: An analysis of the current Open Space situation within Tshwane.
- Volume 2: Open Space Vision, Policy, Metropolitan and Regional Open Space Plans.

Concurrent with the three (3) volumes, a GIS Decision Support Tool was developed to assist all CoT functions related to all the daily spatial decision making and management processes affecting open spaces. The work envisaged in this project excludes the update the GIS decision support tool. Therefore the bid should exclude such work.

TOSF is a framework which aims to ensure inter alia that administrative processes can be streamlined, effective environmental management can be ensured and the potential of open space can be maximised to the benefit of the city as a whole. It also provides a holistic framework within which the sustainable spatial development of the city can be guided and directed. Moreover it provides a visionary roadmap towards the creation of an exceptional open space network for the city and its people.

The City of Tshwane, like many other local authorities, is faced with significant developmental challenges, further aggravated by limited resource availability. The framework came handy and has been utilised throughout the City in addressing the utilisation and integration of open spaces within a context of rapid population growth and need to combat urban sprawl.

As a city grows, certain areas become more intensely used through infill development and densification. This amongst others leads to a need for the utilisation of Open Spaces for non-compatible urban land uses which also reduces the quality of the environment through increased congestion. The reduction of Open Spaces also reduces the ability of the environment to respond to human needs.

In light of the above, the policy needs to be reviewed in order to be relevant and up to date. Moreover, during 2011, the City amalgamated with the former Metsweding District Municipality and seven (7) service delivery regions were established. As a result of this merger there is need to ensure the TOSF is inclusive of the entire City of Tshwane municipal area.
2. THE NEED AND PURPOSE FOR THE STUDY

The need for development and review of the TOSF is highlighted by the following:

2.1. Protection and reservation of open spaces as an important natural resource that provides ecological and social services in terms of:

- Open spaces serving as essential elements within our cities, for ecological, socio-economic and place-making purposes.
- Open spaces are needed for the spiritual enhancement, for recreation and for the conservation of natural environment.
- Open spaces are important for our individual and collective well-being. Research has shown the importance of open spaces and greenery in the healing process of people and communities.

2.2. The CoT has a major responsibility to preserve and improve on the high quality of life in Tshwane by protecting its scenic quality, ecological services, environmental integrity and recreational opportunities. It has a statutory duty to formulate and co-ordinate policies for managing land distribution and approving the consistent development of land.

2.3. Since 2005, there has been development of new policies and major legislative review that has an impact in the approach to management of opens spaces in the City. Significant legislation and policies that render the review of the TOSF obligatory include the following:

- Tshwane Town planning Scheme;
- Tshwane Vision 2055;
- Draft City of Tshwane Bioregional Plan; and
- Spatial Planning and Land Use Management Act.

3. SCOPE

The TOSF review project scope includes, but is not restricted to the following tasks that must include all work required to ensure:

3.1 Undertake various research and compile reports that would enable fulfilment of the below tasks.

3.2 Analysis and update of the TOSF in terms of the current open space situation within Tshwane. This includes:

- Status of parks and other open spaces of the City reflecting the impact of various programmes aimed at parks and open space development in the past 10 years;
- Examination of open space resources requirements and trends with reference to inter alia the City’s population growth and densities; and
- Study of the impact of implementation of various Citys’ policies on open space resources.

3.3 TOSF document review with the aim of alignment with all relevant legislation and policies in terms of promoting the preservation of open spaces from an environmental and social resources perspective.

CONTACT PERSON: Boniswa Masinyana
TEL: (012) 358 8845
3.4 Update of the TOSF in terms of the 'current thinking' and strategic direction of the City with regard to urban planning, spatial development and protection of natural resources.

3.5 Literature review aimed at benchmarking with other cities and local authorities nationally and internally with regard to Open Space policies.

3.6 Undertake extensive consultation with relevant stakeholder departments and agencies within the City's administration and externally.

3.7 Undertake public participation process that entails:
   - Compilation and presentation of public participation process methodology associated with the review of the TOSF.
   - Embarking on the public participation process as per the approved methodology for review of the TOSF.

3.8 Compilation of reports which present work undertaken in terms of the above tasks.

NB: Please note that the scope of work excludes the update of GIS maps and shape files.

4. GUIDING DOCUMENTATION

Available documentation that guides open space planning and development that must be considered in embarking on this project include the following:

- Tshwane Town Planning Scheme 2008 (Revised 2014);
- Town Planning and Township Ordinance (1986)
- The CoT Environmental Management Frameworks (EMF’s);
- The Tshwane Integrated Environmental Policy (TIEP);
- The CoT Bio-Regional Plan;
- The existing Tshwane Open Space Framework (TOSF) Policy Statements and Typologies (executive summary and Volume 1, 2 and 3).
- Tshwane Vision 2055;
- The Metropolitan Spatial Development Framework (MSDF).

CONTACT PERSON: Boniswa Masinyana
TEL: (012) 358 8845
5. **DELIVERABLES AND OUTCOMES OF STUDY**

The deliverables of the project include the following:

5.1. Updated Tshwane Open Space Framework inclusive of all the seven CoT regions with updated Volume 1, 2 and 3.

5.2. Public Participation report for the review of the TOSF.

The above two (2) deliverables must result in the compilation of three new TOSF Volumes documents.

6. **PERSONNEL**

Information regarding personnel who will be involved in the project must be provided in the proposal. The submission must indicate that proposed review of TOSF is to be done by suitably qualified and experienced personnel. Rates must be in accordance with the current tariff scale of fees for environmental management work.
7. FUNCTIONALITY EVALUATION CRITERIA

The criteria below details what components will be evaluated on and how the ratings (points) will be allocated. Only responsive bids will be considered, meanwhile compliance to tendering rules and submission of returnable documents is still mandatory. Further evaluation will be only for bidders who scored 70 points and above. The prospective service providers must indicate projects which have been undertaken and successfully completed including clarity of roles in these project(s).

Table 1: Description of functionality evaluation criteria

<table>
<thead>
<tr>
<th>#</th>
<th>DESCRIPTION</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Capability (Knowledge, experience and resources)</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>Criteria: A comprehensive company profile with qualification(s) and experience of the personnel (project team) clearly indicating the number and magnitude of previous similar project (S) executed.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) 1 – 2 projects: 20 points.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) 3 and above projects: 30 years.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Local economic participation Employment of local personnel (skills training and local sourcing).</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Local refers to personnel proposed to be involved in the project residing within the City of Tshwane municipal areas.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Criteria: Number of local personnel in the proposal.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) 1 to 3 local personnel: 5 points.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) 3 or more local personnel: 10 points.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Project plans with clear time frames, resources and deliverables</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Criteria: Provision of clear indication that the bidder fully understands the purpose and scope of the work and the bidders own roles and functions. In this regard:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) A proposal that is:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>I. Properly laid out, formatted and organised, and provides a clear overall approach to achieve the deliverables of the project.</td>
<td>Allocated 15 points</td>
</tr>
<tr>
<td></td>
<td>b) A proposal that is:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>I. Properly laid out, formatted and organised, and provides a clear overall approach to achieve the deliverables of the project:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>II. A proposal that presents detailed and comprehensive information indicating thorough insight into the quality of work expected in terms of, amongst others, the methodology to achieve the deliverables, project management, and content of final products from the bidder if successful. (Not just a resubmission of the deliverables presented herein).</td>
<td>Allocated 25 points</td>
</tr>
<tr>
<td>5.</td>
<td>Reliability (Reference and record of success on same or similar services)</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>Criteria: Testimonials from clients that previously worked with your company confirming delivery and rendering of satisfactory service.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a) 1 – 2 testimonials for different work: 20 points.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b) 3 and above testimonials for similar work: 25 points.</td>
<td></td>
</tr>
</tbody>
</table>

GRAND TOTAL FUNCTIONALITY 100
8. **APPOINTMENT AND REMUNERATION**

All reimbursable expenses should also be included in the submission. Interim progress payments will be made upon delivery of invoices, which show the appropriate supporting documentation with regard to work completed.

9. **LOCAL SKILLS TRANSFER**

The successful service provider will be expected to recruit one-two intern student(s) from the TLMA (Tshwane Leadership and Management Academy) with the aim of supporting the Mayoral resolution for skills development of the youth of Tshwane. The student(s) will be given/taught the skill/experience from inception to completion of the project.

9. **TIME FRAME**

The proposed review of TOSF and is envisaged to take place within a period of six (6) months. The project time frame shall be finalised upon appointment of the consultant. However, it is intended that the appointment of the consultant be made by January 2015 and the work be completed by July 2015.

10. **COMMUNICATION**

The contact person for technical queries and information requirements related to the project is Ms. Boniswa Masinyana and she can be contacted at the following:

**E-mail:** BoniswaM@tshwane.gov.za
ADDITIONAL CONDITIONS OF QUOTATION

1. QUOTATION documents must be completed in ink, and prices must not include VAT.

2. Official orders will be placed and if invoices and escalation documentation is received timeously, payment inclusive of all charges will be made in accordance with Clause 16 of the General Conditions of Contract.

3. The lowest or any quotation will not necessarily be accepted, and the City of Tshwane reserves the right to accept the whole or any portion of a quotation.

4. Quotations are to remain open for acceptance for a period of thirty (30) days from the date on which they are to be lodged and may be accepted at any time during the said period of thirty (30) days.

5. Tenderers are requested to furnish the full registered name of the tendering company/supplier on the Form of Quotation and Form of Acceptance, Form B.

6. Tenderers are also required to sign each page of the Form of Quotation and Form of Acceptance, Form B, in the space provided at the bottom of each page.

7. **In the event of a mistake having been made on the price schedule it shall be crossed out in ink and be accompanied by an initial at each and every price alteration.**

8. Corrections in terms of price may not be made by means of a correction fluid such as Tipp-Ex or a similar product.

9. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the quotation as a whole will not be considered.

10. The Municipality will reject the quotation if corrections are not made in accordance with the above.

11. No price increases will be considered in the event of payments made against invoiced prices.

12. Any orders placed within the contract period, will be paid according to the price applicable at the date of order.

13. In the event of the successful tenderer’s prices being subject to the exchange rate, the successful tenderer will be required to obtain exchange rate cover on the Municipality’s behalf in order to protect the Municipality against exchange rate variations as and when orders are placed.

14. The tenderer may submit a comprehensive company profile, for example the founding company statements, as well as a detailed exposition of previous work done. If not submitted the Municipality can request the tenderer to provide these documents within a reasonable period.

2/…
15 If items are not offered for a line must be drawn through the space in pen

16 All prices and details must be legible/readable to ensure the quotation will be considered for adjudication.

17 The CoT will not conduct business with an entity which does not comply with the Codes of Good Practice on BBBEE as published from time to time by the Minister of Trade and Industry

18 Quotations must be deposited into the tender box at the location indicated below.

19 FORWARD EXCHANGE RATE COVER

In the event of price/prices being based on the exchange rate, the successful tenderer/s will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
Proof must be provided that forward Exchange Rate cover has been taken out within 14 days after an order has been placed.
If proof that cover was taken out within 14 days after the order has been placed, is not submitted to the City of Tshwane, with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

20 EXECUTION OF ORDERS

Tenderers are reminded that orders placed against accepted quotations are to be executed in strict accordance with the accepted specification and within the quoted delivery period.
In this regard, the attention of tenderers is drawn in particular to Clause 21 of the General Condition of Contract.

21 INFORMATION PERTAINING TO PRICES

All prices must be quoted in South African currency (SA rand)

22 OCCUPATIONAL HEALTH AND SAFETY

The successful tenderer will be required to comply with the requirements of the Occupational Health and Safety Act, Act 85 of 1993 and regulations as amended.
Further information in this regard may be obtained from the Deputy Manager, Mr D B Finaughty at Occupational Health and Safety, @ telephone number (012) 358 4028.

23 PREFERENCE POINTS CLAIMED

The attention of tenderers is directed to the provisions of the Preferential Procurement Policy Framework Act, 2000 (Act no. 5 of 2000), as published in Government Gazette No. 22549 dated 10 August 2001, in terms of which provision is made for this, as attached to this quotation.

24 COPYRIGHT/PATENT RIGHTS

Copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed, by a consultant/trainer in the course of the consultancy service is vested in the Municipality.
25. **VENDOR REGISTRATION**

Prospective tenderers are required to register as suppliers / service providers on the City of Tshwane’s vendor register prior to tendering. The tenderer is required to record the vendor number in the space provided on the cover page of this quotation document.

**NB.** Should a prospective tenderer not being registered as supplier / service provider it is required that the relevant registration documentation to register as supplier / service provider reach the offices of the Supply Chain Management at the C. de Wet building, 175 E’skia Mphahlele Drive no later than the closing date of the Quotation.

26. The Municipality's General Conditions of Contract will be applicable to this quotation. This document is available on request or is also available on the Municipality’s website, www.tshwane.gov.za.

27. The municipality reserves the right prior to the award of the quotation, to cancel and re-issue the quotation.

28. A valid Tax Clearance Certificate should be submitted with this tender document. In cases where the tenderer has not submitted the Tax Clearance Certificate, the Municipality reserves the right to at any time after the closure of the tender, but before the award of the tender, confirm from its vendor database of the validity of the tax certificate provided it has a valid tax clearance certificate in its possession, if not, the municipality will request the tenderer to provide the valid Tax Clearance Certificate within 7 (seven) days from date of notification.

Bidders should note, that in accordance with legislation, no contract may be awarded to a/an person/entity who has failed to submit a **Valid** Tax Clearance Certificate from the South African Revenue Service (SARS), certifying that the taxes of that person/entity are in order, or that suitable arrangements have been made with SARS. Each party to a consortium / joint venture should submit a separate tax clearance certificate.

29. Quotations will be received until YYYY @ **10:00**, must be enclosed in separate sealed envelopes, bearing the closing time and due date, and must be endorsed:

   "**QUOTATIONS FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE VIEWING OF THE TSHWANE OPEN SPACE FRAMEWORK (Q58-2014/15)**" and be addressed to:

   The Executive Director:  
   Supply Chain Management  
   Procurement Advice Centre, (TENDER BOX)  
   C. De Wet Centre  
   175 E’skia Mphahlele Drive  
   PRETORIA WEST  
   0183

   Quotations will be opened at the latter address at the time indicated.
1. **INSURANCE REQUIREMENTS:**

1.1 Employer to insure

Without limiting the Contractor’s/Sub-contractor’s obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise):

i. The Employer’s insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property insured not exceeding the maximum contract value or the final contract value estimated at inspection including free issue materials where applicable as stated in the Contract data:

a) Whilst in transit including loading and unloading whilst temporarily stored at any premises en route to or from the Contract Site within the Territorial Limits.
b) From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk.
c) During the contractual defects liability or Maintenance period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract.
d) Removal of debris;
e) Surrounding property;
f) Work Away;
g) Off site storage;
h) Temporary repairs;
i) Contribution Clause – Marine;
j) Escalation during Contract Period;
k) Post Loss Escalation;
l) Automatic Reinstatement;
m) Principals Maintenance;
n) Property taken over;
o) Beneficial Occupation;
p) Escalation due to Currency fluctuation;
q) Manufacturers Guarantees.

ii. The Employer’s insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:

a) Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Sub-contractor);
b) Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R5-million in respect of contracts with a contract value of up to R12-million.

1.2 Insurance Premium payable

The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved Capital Budget per financial year and the insurance premium will be charged out of the relevant Departments by the Section: Insurance and Risk Management.
1. **INSURANCE REQUIREMENTS:** (contd)

1.3 Additional insurance by the Employer

The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-clause 1 of this Clause.

1.4 Additional insurance by Contractor/Sub-contractor

The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Sub-contractor deem necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer’s insurer. The cost of the additional insurance will be for the account of the Contractor/Sub-contractor.

1.5 Contractor satisfied with insurance

The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer.

1.6 Contractor to observe conditions

The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.

1.7 Contractor to Insure

The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:

a) All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the Contract for the full replacement value thereof.

b) Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the Contract to the amount of at least R5-million per claim with the number of claims unlimited.

c) SASRIA cover for motor vehicles and Plant and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof.

d) In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles.

1.8 The Project Manager involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management.

2. Contract Works Claims Reporting Procedures

2.1 Reporting of incidents

In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor/Sub-contractors and Project Manager will adhere to the following procedures:

3/…
1. **INSURANCE REQUIREMENTS**: (contd)

   a) In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage.

   b) The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the Strategic Executive Officer motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting.

   c) The following documentation must be included with the claim documentation:
      Photos of damages caused or suffered as proof or substantiation of the claims.

   d) In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer’s insurer for salvage.

   e) The Section: Insurance and Risk Management will inform the Employer’s insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer’s insurers and/or representatives for the purpose of assessment of any loss or damage.

2.2 Reporting of catastrophic incidents

In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 00,00, the Contractor and the Project Manager will adhere to the following procedures:

   a) In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage.

   b) The Project Manager must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident.

   c) The Section: Insurance and Risk Management will notify the Employer’s insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer’s insurers and/or representatives for the purpose of assessment of any loss or damage.

   d) The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.
1. **INSURANCE REQUIREMENTS**: (contd)

2.3 Reporting of crime related incidents

All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.

2.4 Claim Documentation

The Project Manager must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form. The project number must be stated on the Contractor Claim Form. The Project Manager must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.

Any misrepresentation, mis-description or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.

2.5 Authorisation of claim forms

It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim Form as proof of the appropriate authorisation, verification and approval of claims submitted. The Strategic Executive Officer must provide an authorisation letter to the Section: Insurance and Risk Management stating the names and specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of his report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.

2.6 Contractor to pay deductibles

Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer’s insurer in terms of the policy.

2.7 Settlement of claims

All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer’s insurer who will take the necessary actions for the settlement of any such claims. The Contractor shall negotiate for the settlement of claims with the Employer or the Employer’s insurer through the Section: Insurance and Risk Management. The Employer’s Chief Financial Officer will authorize all settlements of claims.

Should action for settlement of any such claim to the satisfaction of the Project Manager not be taken by the Contractor/Sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/Sub-contractor, the Employer or the Employer’s insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer’s insurer without first consulting the Contractor/Sub-contractor.

The foregoing provisions of this Sub-Clause shall apply Mutatis Mutandis to any such claim received by the Contractor directly.

5/…
1. **INSURANCE REQUIREMENTS: (contd)**

    It is distinctly understood that should the Employer or the Employer’s insurer not settle any such claim at the earliest opportunity, it shall in no way prejudice the Employer or the Employer’s insurer's rights to recover from the Contractor nor shall the Contractor raise any such defence against the Employer or the Employer’s insurer.

    Any moneys which become payable as a result of a claim under the insurance effected by the employer shall be paid to the Employer after deduction of the deductible amount (first amount payable or excess), who shall pay such amount to the Contractor or to the party rectifying, repairing or reinstalling or who has suffered the loss or damage, but this shall in no way affect the Contractor’s obligations in terms of the Contract.
FORM OF QUOTATION AND FORM OF ACCEPTANCE

N.B:
(a) Quotations will not be considered unless this form is completed in every particular and signed.
(b) Quotation documents must be completed in ink and prices must not include VAT.
(c) The official briefing session is compulsory and must be attended by the tenderers.
   (Quotations not complying in this regard will not be considered.)
(d) It is of utmost importance that the time set for the official briefing session is strictly adhered to as no late arrivals can/will be allowed.

Director: Acquisitions
PRETORIA WEST
Sir,

I/We the undersigned, having examined the specification, hereby offer to undertake the work in accordance therewith, at the following price/s:

COST PROPOSAL

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPOINMET OF A SERVICE PROVIDER FOR THE REVIEWING OF THE TSHWANE OPEN SPACE FRAMEWORK</td>
<td></td>
</tr>
<tr>
<td>Vat (if applicable)</td>
<td></td>
</tr>
<tr>
<td>Total Amount</td>
<td></td>
</tr>
</tbody>
</table>
VENDOR NUMBER ..............................................

Receipt number ...........................................

Is the firm VAT registered? (YES/NO) ..............................................................

(VAT NUMBER) ................................................................................................................

A valid Tax Clearance Certificate should be submitted with this tender document. In cases where the tenderer has not submitted the Tax Clearance Certificate, the Municipality reserves the right to at any time after the closure of the tender, but before the award of the tender, confirm from its vendor database of the validity of the tax certificate provided it has a valid tax clearance certificate in its possession, if not, the municipality will request the tenderer to provide the valid Tax Clearance Certificate within 7 (seven) days from date of notification. Bidders should note, that in accordance with legislation, no contract may be awarded to a/an person/entity who has failed to submit a Valid Tax Clearance Certificate from the South African Revenue Service (SARS), certifying that the taxes of that person/entity are in order, or that suitable arrangements have been made with SARS. Each party to a consortium / joint venture should submit a separate tax clearance certificate.

Will the validity period of the quotation remain firm for a period of 30 days? (YES/NO) ........
If not:
State the validity period .................................................................

Is/Are the price/s tendered subject to the 2,5% settlement discount (YES/NO) ............

SIGNATURE OF TENDERER: ...........................................

2/...
FORM OF QUOTATION AND FORM OF ACCEPTANCE (contd)

In the event of a mistake having been made on the price schedule it shall be crossed out in ink and be accompanied by an initial at each and every price alteration. Corrections in terms of price may not be made by means of a correction fluid such as Tipp-Ex or a similar product. If correction fluid has been used on any specific item price, such item will not be considered. No correction fluid may be used in a Bill of Quantities where prices are calculated to arrive at a total amount. If correction fluid has been used the tender as a whole will not be considered. The Municipality will reject the bid if corrections are not made in accordance with the above.

Please take note that, legislation requires that all contractors that do work for local government have to be registered with the CIDB (Construction Industry Development Board).

CIDB can be contacted:
Help Line: 0860103353
Fax: 012 4827272
Email: register@cidb.org.za
Website: www.cidb.org.za

Time required to begin with work. ............................................

Time required to complete the work. ...........................................

Will the regulations of the Occupational Health and Safety Act be complied with by yourselves?

(YES/NO) ........................................................................

Is/Are the tender price firm until completion of order/work? (YES/NO) ..................................................

If not:
(a) Submit the cost factors which will be taken into account in the event of price increase/decrease, as well as the compilation of the tender price/s, i.e. cost price, transport cost, margin of profit, etc (clause 3 of the Specification and Additional Conditions of Tender, Form A, refers)

<table>
<thead>
<tr>
<th>%</th>
<th>INDEX FIGURE AND BASE DATE (EG. SEIFSA TABLE E1 JUNE 1992)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material</td>
<td></td>
</tr>
<tr>
<td>Labour</td>
<td></td>
</tr>
<tr>
<td>Transport</td>
<td></td>
</tr>
<tr>
<td>Profit</td>
<td></td>
</tr>
<tr>
<td>OTHER</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

NB. If prices are variable due to fluctuation in the exchange rate, the acceptance of any order will be subject to forward cover taken out by yourselves.

SIGNATURE OF TENDERER: .............................................. 3/...
1. Specify in full detail machinery of tenderer:

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>TYPE</th>
<th>DETAILS</th>
</tr>
</thead>
<tbody>
<tr>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
</tbody>
</table>

2. Address where abovementioned equipment can be inspected:

... ...

3. Name of firms for which similar work has been done:

<table>
<thead>
<tr>
<th>NAME EN ADDRESS</th>
<th>CONTACT PERSON</th>
<th>TELNO</th>
<th>TOTAL VALUE OF WORK DONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>...</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
<tr>
<td>...</td>
<td>...</td>
<td>...</td>
<td>...</td>
</tr>
</tbody>
</table>

4. Number of years experience of this type of work: ..........................................................

SIGNATURE OF PERSON/S AUTHORISED TO SIGN QUOTATIONS: I.D. NUMBERS:

1. ..........................................................
   1. ..........................................................
2. ..........................................................
   2. ..........................................................

CAPACITY OF SIGNATORY/IES:

1. ..........................................................
2. ..........................................................

REGISTERED NAME OF TENDERING COMPANY/SUPPLIER: - (IN BLOCK LETTERS)

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

TELEPHONE NUMBER: ....................................

FAX NUMBER: ..........................................

AS WITNESSES:

1. ..........................................................
   (NAME & Surname in BLOCK LETTERS)

2. ..........................................................
   (NAME & Surname in BLOCK LETTERS)

DATED THIS ....................................... DAY OF .............................................. 2015
CITY OF TSHWANE
FINANCIAL SERVICES DEPARTMENT: SUPPLY CHAIN MANAGEMENT

STATEMENT OF AUTHORISATION

IF THE TENDERER IS A COMPANY, CO-OPERATION OR FIRM, STATE ON WHAT AUTHORITY THE UNDERSIGNED HAS THE AUTHORIZATION TO SIGN THE TENDER DOCUMENTS, FOR EXAMPLE: COMPANY’S RESOLUTION OR PROCURATION OR STATUTES OF PARTNERSHIP, ETC..

I/We the undersigned is/are authorized to enter into this contract on behalf of
..............................................................................................................................................................
..............................................................................................................................................................
..............................................................................................................................................................
by authority of .................................................................................................................................
dated ...................................................... a certified copy of which may be attached to this tender.

SIGNATURE:

1. ............................................................. ID NO ............................................................
2. ............................................................. ID NO ............................................................

AS WITNESSES:

1. ............................................................. ID NO ............................................................
2. ............................................................. ID NO ............................................................

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

NB: PROOF IS REQUIRED THAT THE COMPANY HAS BEEN REGISTERED AND DOES IN FACT EXIST, AND THAT THE PERSONS WHO HAVE SIGNED THE TENDER DOCUMENT HAVE INDEED BEEN SO AUTHORIZED
DECLARATION OF INVOLVEMENT:

A  “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;

B  Prohibition on awards to persons in the service of the state
The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
   (a) who is in the service of the state; or
   (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
   (c) a person who is an advisor or consultant contracted with the municipality or municipal entity.

C  Awards to close family members of persons in the service of the state
The notes to the annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including –
   (a) the name of that person;
   (b) the capacity in which that person is in the service of the state; and
   (c) the amount of the award.

In order to give effect to the above, the following questionnaire must be completed and submitted with every tender:

   (i) Is the employer/owner of the tenderer in the service of the state

   YES / NO (INDICATE)

   If so, state particulars: ..............................................................

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

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

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

2/…
(ii) If the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months;

YES / NO (INDICATE)

If so, state particulars: .................................................................

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

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

(iii) whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to in subparagraph (ii) is in the service of the state, or has been in the service of the state in the previous twelve months,

YES / NO (INDICATE)

If so, state particulars: .................................................................

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

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

(iv) Is an employer / owner of the tenderer a person who is an advisor or consultant contracted with the municipality or municipal entity?:

YES / NO (INDICATE)

If so, state particulars: .................................................................

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

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

D Is the tenderer or any of the members in the tendering entity involved in another entity tendering for this particular tender?

YES / NO (INDICATE)

If so, state particulars: .................................................................

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

I / We declare that the abovementioned information is true and correct.

Dated this ...................... day of ............................................. 2015

_________________________  ____________________
Signature                  Date

Name and capacity
1. This Municipal Tender Document must form part of all tenders 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 tender of any tenderer may be rejected if that tenderer, 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 tender:

<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 tenderer any of its directors listed on the National Treasury's database as a company or persons prohibited from doing business with the public sector? <em>(Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied)</em>.</td>
<td>Yes □ No □</td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>Is the tenderer 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)? <em>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon &quot;Register for Tender Defaulters&quot; or submit your written request for a hard copy of the Register to facsimile number (012)3265445)</em></td>
<td>Yes □ No □</td>
<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the tenderer 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?</td>
<td>Yes □ No □</td>
<td></td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Does the tenderer 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>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.5</td>
<td>Was any contract between the tenderer 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 to comply with the contract?</td>
<td>Yes □ No □</td>
<td></td>
</tr>
<tr>
<td>4.5.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) ………………………………………… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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.

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POSITION</th>
<th>NAME OF TENDERER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
ANNEXURE D

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) 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: ________________________________ (Name of Bidder) that:

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

2/…
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 will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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
ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL SAFETY ACT, 1993 BETWEEN

The CITY OF TSHWANE
(Hereinafter referred to as the “EMPLOYER”)

AND

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

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

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

Herein represented by ......................................... in his/her capacity as .................
duly authorised by virtue of a resolution dated ........................., Attached hereto
Annexure A, of the said ................................................. (herein after referred to as the
“CONTRACTOR”)

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in
respect of ........................................................................................................
........................................................................................................
........................................................................................................
........................................................................................................

referred to as the “ACT”), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

(a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the
CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms
thereof.

(b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in
terms of the ACT and Regulations will be fully complied with. Provided that should the
EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and
adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear
the onus of acquainting himself/herself/itself with such arrangements and procedures.

(c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant
duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and
Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to
comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as
the case may be.

2/...
(d) The CONTRACTOR agrees that any duly authorised officials 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 the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

(e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, 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 agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be.

Thus signed at PRETORIA for and on behalf of the EMPLOYER on this the

............................................. day of ..........................................................2015.

AS WITNESSES:

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

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

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

NAME AND SURNAME...........................................

CAPACITY...............................................................

Thus signed at PRETORIA for and on the behalf of the CONTRACTOR on this the

............................................. day of..........................................................2015

AS WITNESSES:

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

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

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

NAME AND SURNAME...........................................

CAPACITY...............................................................

3/...
MINIMUM OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

I ………………………………….. in my capacity as ………………………………….. representing …………………………………………. (contractor) hereby agree in terms of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993) that I am an employer in own right and hereby take upon myself the duty to ensure that myself and my employees will adhere to the requirements as set out below and all other requirements as set out in the Occupational Health and Safety Act 1993 and its regulations.

1. INTRODUCTION

1.1 The Municipality requires a high standard of safe work performance from all employees and expects that the standard be maintained by the contractor within the Municipality’s jurisdictional area or on its premises.

1.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the contractor in rendering services or indemnify the contractor from any legal responsibility to ensure healthy and safe work circumstances.

1.3 The Municipality shall assist the contractor in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

2. LOCK OUT PROCEDURE

2.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, levers, valves or appliances must be put in the “off” or “closed” position and locked.

2.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

3. CRANES, VEHICLES AND HOISTING

For each crane or hoisting equipment used, the contractor must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the Municipality.

Only trained personnel with written permission and where determined by Law, with a valid driver’s license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self driven forklift, tractor or any other crane or vehicle. No employee of the contractor may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:

- An agreement was concluded with the Municipality.
- Approval has been obtained from the Municipality to perform the work.
- All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation

4. MACHINE VALANCES, PROTECTION AND FENCING

No machine valances, protection or fencing may be removed from machines, manholes, etc without the written permission of Municipality if applicable exemption procedures were not appropriated.
5. **SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT**

5.1 No equipment or appliance belonging to Municipality may be used without written permission from the Municipality.

5.2 Unless prior arranged, contractors must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the contractor with respect to loss, damage and theft.

6. **EXCAVATIONS**

6.1 Before any excavations commence, the contractor must obtain information with regard to all existing services. The Municipality does not guarantee the accurateness of the information supplied.

6.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.

6.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily

6.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and Municipality for approval.

6.5 Written permission must be obtained from Municipality to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present

6.6 That all excavations be done in accordance with the stipulations of the Occupational Health and Safety Act

7. **FIRST AID**

7.1 The contractor must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations

- SA Red Cross Association
- St Johns Ambulance
- SA First Aid League; or
- A person or organization approved by the Chief inspector for this purpose

7.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency the Municipality’s Ambulance / Fire Department or emergency services may be contacted at (012) 310 6200.

8. **FLAMMABLE LIQUIDS**

The contractor shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The contractor’s employees must be informed of Municipality’s fire prevention measures and evacuation procedures.
9. INCIDENT REPORTING

9.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the contractor, to the Department of Labour, as well as to the Municipality and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday to Capital Park Power Management at tel no. 012-324 3495 or 012-339 9027 and Piet Delport Centre at 012-427 7111. The Municipality shall further be provided with a written report relating to any incident.

9.2 The Municipality will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the contractor and/or his employees and/or his subcontractors.

9.3 The contractor undertakes to report to the Municipality anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard

9.4 The contractor undertakes to immediately report all injuries on duty sustained by the employees of the contractor to the Municipal Contract manager.

10. LIAISON AND SUPERVISION

10.1 The contractor hereby undertakes to report on a regular basis, not exceeding a period of one (1) week in the instances of long term contracts, to the Municipal Contract Manager regarding any hazards or incidents that may be identified or encountered during the performance of the principal contract.

11. SERVICE INTERRUPTION

11.1 Should any work done by the contractor cause a possible interruption, written permission must be obtained from the Municipality, before such work commences. The contractor may not switch on or off any service without written permission from the Municipality.

12. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

12.1 The contractor shall ensure that he and his employees comply with the official policy of the Municipality at all times.

13. GENERAL CONDITION

Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the Contractor shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with

14. CONTRACTOR IDENTIFICATION BOARD

14.1 The contractor shall provide on any work premises a temporary identification board at all worksites containing the following information:
- Company name
- On behalf of which division/department the work is being done
- The contact number and name of the person representing the contractor
- The contact number and name of the person representing Municipality
14.2 The specifications of the identification board shall be as follows:

- Size: 900mm x 900mm
- Material: The board must be constructed of aluminum or similar strength material.
- Letter size: Letters must be at least 70mm in height.

14.3 The identification board must be displayed in a conspicuous manner at the worksite of the contractor for the duration of the work performed.

Signed at __________________________ on this date the…… ……day of____________________2015.

Signature: ____________________________

Date: __________________________
This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R1 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

(a) Price; and
(b) B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>80</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
<tr>
<td>20</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 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

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4/…
5. Points awarded for B-BBEE Status Level of Contribution

5.1 In terms of Regulation 5 (2) and 6 (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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>4</td>
<td>8</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>6</td>
</tr>
<tr>
<td>7</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5/…
5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: ............. = ............(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:
(i) what percentage of the contract will be subcontracted? ......................%
(ii) the name of the sub-contractor? .................................................................
(iii) the B-BBEE status level of the sub-contractor? ...........................................
(iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm: ..........................................................................................

9.2 VAT registration number: .............................................................................

9.3 Company registration number: .................................................................

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

6/…
9.6 COMPANY CLASSIFICATION

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

[ TICK APPLICABLE BOX ]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated  .................................................................
Registered Account Number  ..................................................
Stand Number  .................................................................

9.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS?

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

9.9 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-BBEE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

(i) The information furnished is true and correct;

(ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

(iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

(iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution

7/…
WITNESSES:

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

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

SIGNATURE(S) OF BIDDER(S)

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

ADDRESS: .................................................................
..................................................................................
..................................................................................
..................................................................................
..................................................................................
..................................................................................
DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.

1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

\[
LC = \left[1 - \frac{x}{y}\right] \times 100
\]

Where

- x is the imported content in Rand
- y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.


1.6. A bid may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

(b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.
2. Definitions

2.1. “bid” includes written price quotations, advertised competitive bids or proposals;

2.2. “bid price” price offered by the bidder, excluding value added tax (VAT);

2.3. “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.4. “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. “duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<table>
<thead>
<tr>
<th>Description of services, works or goods</th>
<th>Stipulated minimum threshold</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>%</td>
</tr>
</tbody>
</table>

3/…
4. Does any portion of the services, works or goods offered have any imported content?
   (Tick applicable box)

   YES [ ] NO [ ]

4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

NB: Bidders must submit proof of the SARB rate(s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
   (Tick applicable box)

   YES [ ] NO [ ]

6. If yes, provide the following particulars:
   (a) Full name of auditor: ..............................................................
   (b) Practice number: ....................................................................
   (c) Telephone and cell number: .....................................................
   (d) Email address: ........................................................................

   (Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

7. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.
LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSO WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO. ................................................................................................................

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
........................................................................................................................................

NB
1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, …………………………….................................................. (full names),
do hereby declare, in my capacity as ……………………………………… ………..
of ............................................ ..................................................................(name of bidder entity), the
following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with
the minimum local content requirements as specified in the bid, and as measured in terms of
SATS 1286:2011; and

(ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

<table>
<thead>
<tr>
<th>Bid price, excluding VAT (y)</th>
<th>R</th>
</tr>
</thead>
<tbody>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 3 above)</td>
<td></td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286:2011</td>
<td></td>
</tr>
</tbody>
</table>

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

5/…
(d) I accept that the Procurement Authority / Municipality / Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

<table>
<thead>
<tr>
<th>SIGNATURE:</th>
<th>DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>WITNESS No. 1</td>
<td>DATE:</td>
</tr>
<tr>
<td>WITNESS No. 2</td>
<td>DATE:</td>
</tr>
</tbody>
</table>