



**K O U G A**  
local municipality  
*Prosperity through vision*

## TERMS OF REFERENCE DOCUMENT

<b>NOTICE 11/2011</b>	
<b>PALISADE FENCING AT MAIN BUILDING DIAZ ROAD</b>	
<b>CLOSING DATE</b>	<b>04 FEBRUARY 2010</b>
Name of tendering firm:	
Contact Person ( <i>Full Names</i> ):	
Tel No.:	Cell No.:
Fax No.:	
Supplier Database No.:	
Signature of Tenderer:	
<hr/>	
Issued By:	
KOUGA LOCAL MUNICIPALITY	
PO Box 21	
JEFFREYS BAY , 6330	

**NB: PLEASE TAKE OF THE LISTED INSTRUCTIONS OR COMMENTS.**

- **Please Note that the General Conditions of Contract applies to all Municipal Tenders/Quotations**
- **Please note that this quotation will be evaluated on the 80/20 point scoring system.**
- **In order to claim preference points a valid **BEE Certificate** from an **ABVA registered member** must be submitted to validate the claim. **In the absence of a BEE certificate no points can be claimed.****
- Please ensure that you familiarize yourself with the complete document and initial all the pages of the document as well as sign where it is required to do so.
- All forms in this document must be completed and submitted with the relevant documentation required.
- Hand in this Terms of Reference document with the Compulsory Required documentation.
- Do Not Retype the Pricing Schedule.
- **IF YOU HAVE ENSURED THAT YOUR DATABASE REGISTRATION IS CURRENTLY VALID AND UP TO DATE YOU NEED NOT SUBMIT THE REQUIRED DOCUMENTATION.**

**N.B. THE LISTED DOCUMENTS (IF APPLICABLE TO YOUR ENTITY) MUST BE ADDED TO EACH CONTRACT SUBMITTED.**

**FAILURE TO COMPLY WILL RESULT IN NON ACCEPTANCE OF QUOTATION**

<input type="checkbox"/>	<b>COMPANY REGISTRATION NO/ FORMAL REGISTRATION DOCUMENTS/JV AGREEMENTS</b>
<input type="checkbox"/>	<b>V.A.T REGISTRATION NO.</b>
<input type="checkbox"/>	<b>ORIGINAL AND VALID SARS TAX CLEARANCE CERTIFICcate</b>
<input type="checkbox"/>	<b>CERTIFIED IDENTIFICATION DOCUMENTS OF SHAREHOLDING ATTACHED</b>
<input type="checkbox"/>	<b>HAVE ALL PAGES BEEN INITIALED AND SIGNED</b>
<input type="checkbox"/>	<b>MUNICIPAL BILLING CERTIFICATE – COMPULSORY</b>
<input type="checkbox"/>	<b>LETTER OF GOOD STANDING</b>

**SPECIAL CONDITIONS OF CONTRACT**

**NOTICE 11 OF 2011**

**SUPPLY, DELIVERY AND INSTALLATION OF PALISADE FENCING AT MAIN BUILDING DIAZ ROAD**

**GENERAL SPECIFICATION FOR PALISADE FENCING**

<b><u>DESCRIPTION</u></b>	<b><u>MATERIAL</u></b>	<b><u>QUANTITY/AMOUNT</u></b>
Palisade fence	Galvanised Steel	±44.0m
Poles	50mmX50mmX3.0mm	21No
	Galv. Square tubing	
Base plates	100mmX100mmX5.0mm	14No
	Galv. Steel	
Hook bolts	350mm X 12.0mm	56 No
	Galv. Mild Steel	
Flat washers	Galv. Mild Steel	56 No
Rawl bolts	6mm	56 No
Concrete bases	400mX400mX400mm	14 No
	15mpa strength min	
Electronic gates	3.0m Horizontal Sliding gate	1 No
Electronic gate	3.0 Swing Gate	1 No
Gates to be Galv. Steel		
Electronic gate controls		5 No

Final quantities to be confirmed during site inspection prior to tender being submitted.

**NB: Please complete/ Sign for your quote to be considered**

**PRICE SCHEDULE PER UNIT**

<u>ITEM NO</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE EXCL VAT</u>	<u>VAT</u>	<u>PRICE INCL VAT</u>

**PLEASE SIGN THIS SECTION AS ACKNOWLEDGEMENT THAT PRICE QUOTED ABOVE ARE CORRECT**

Total Amount: .....Amount in words: .....

.....

**AUTHORISING SIGNATURE**.....

**ON BEHALF OF COMPANY**.....

**DATE OF COMPLETION** .....

**DATE:**.....

**DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state\*. (see definition for 'in the service of the state' at end of this section)

2. Any legal person, having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

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

3.1 Full Name .....

3.2 Identity number.....

3.3 Company Registration Number.....

3.4 Tax Reference Number.....

3.5 VAT Registration Number.....

3.6 CIDB Registration Number .....Grading:.....

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

3.7.1 If so, furnish particulars.

.....

.....

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

3.8.1 If so, furnish particulars  
.....  
.....

3.9 Are you connected with any persons in the service of **YES / NO**  
the state?

3.9.1 If so, state particulars.  
.....  
.....

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

3.10.1 If so, state particulars.  
.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) **YES / NO**  
between the bidder and any person employed by the  
state who may be involved with the evaluation and or adjudication of this bid?

3.11.1 If so, state particulars.  
.....  
.....

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

3.12.1 If so, furnish particulars.

.....  
.....

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

3.13.1 If so, furnish particulars.

.....  
.....

**DECLARATION**

I, THE UNDERSIGNED (NAME) .....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Position

.....

Date

.....

Name of bidder

\*Definition: In the service of the state means to be ;  
a) A member of any municipal council , any provincial legislature or 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



## MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a. take all reasonable steps to prevent such abuse;
- b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of \_\_\_\_\_ that:  
(Name of Bidder)

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;

(e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or

(f) bidding with the intention not to win the bid.

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

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

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

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

**KOUGA MUNICIPALITY**

**AUTHORITY FOR SIGNATORY**

Companies submitting tenders must provide evidence that the person who signed the tender document has authority to do so, by attaching a copy of the relevant resolution of the Board of Directors, duly signed and dated, to this form. Alternatively this form may be completed by competent authority.

By resolution of the Board of Directors at a meeting held on .....

Mr/Ms

.....

Has been duly authorised to sign all documents in connection with this Tender on behalf of:

.....

.....

.....

SIGNED OF BEHALF OF COMPANY:.....

IN HIS CAPACITY AS: .....

SIGNATURE OF SIGNATORY:.....

COMPANY STAMP:

**INDEMNITY AGREEMENTS (A)**

**CONTRACTORS**

"I ..... the undersigned, having been given permission by the Municipal Manager to enter the property of the Municipality for purposes of contractual work and having recognised the inherent hazards that exist in premises of this nature, hereby acknowledge that I enter the said property entirely at my own risk and that I shall have no claim against the Municipality or any of its employees, agents or mandataries for any loss, damage or injury whether fatal or otherwise, whether or not same is a result of any negligent act or omission on the part of the Municipality or any of its employees or other independent contractors or is as a result of the use of defective materials or equipment supplied by the Municipality or by way of any human or mechanical error, default or failure occurring on the said property or by way of any other cause, nothing at all excepted. Further, I hereby hold the Municipality blameless for any damage, injury or loss suffered by any person or such person's dependants as a result of the said contractual work and I undertake to compensate fully the Municipality for any loss sustained by it through and by way of such contractual work".

SIGNED: .....

DATE:.....

WITNESS: .....

DATE: .....

WITNESS:.....

DATE: .....

**KOUGA MUNICIPALITY**  
**INDEMNITY AGREEMENT (B)**

**CONTRACTORS INDEMNITY AGREEMENT**

In terms of section 37(2) of the Occupational Health and Safety Act No. 85 of 1993 (OHSACT) (as amended) it is hereby agreed that

1. .... is duly authorised to sign this agreement for and on behalf of  
  
..... (THE CONTRACTOR) and such agreement shall be binding on the contractor.
2. The contractor shall bear full responsibility for ensuring that the provisions of the OHSACT and its regulations are properly implemented in the areas designated for contractual work in respect of all aspects of the work to be undertaken and that all other laws that pertain to that work will also be complied with.
3. The contractor shall be responsible for the well being in relation to health and safety of all persons coming up into such area in accordance with the OHSACT subject to any directives issued by the Municipality.
4. The work to be done is for the Repairs & Maintenance of Vehicles, Mechanical Plant, Earthmoving Equipment, Automotive Components and Specialist Repairs.
5. The area in which the work is to be done is the Kouga Municipal area.
6. The contractor undertakes to report to the Municipality any hazard to health and safety which exists or arises during the contract work in the area concerned and over which the contractor will have no control.
7. All necessary and appropriate safety/health equipment shall be issued by the contractor to all persons working or coming into the area.

Signed ..... Date .....

For and on behalf of the Contractor

1. Witness ..... Date: .....

2. Witness ..... Date: .....

**KOUGA MUNICIPALITY**

**INDEMNITY AGREEMENT (C)**

**SAFETY REGULATIONS FOR CONTRACTORS**

Name of Contractor and Address .....

.....

.....

.....

**1. INTRODUCTION**

To ensure that contractors adhere to the Municipality’s safety and health requirements, rules have been drawn up for contractors, sub-contractors and their employees to abide by whilst same are on the Municipality’s property.

All main contractors shall ensure that any subcontractor employed by them will receive a set of these rules, understand them and adhere to them. Contractors will be held responsible for any breaches of the rules during such time that the contract work is being undertaken.

**2. CONTRACT WORK**

- 2.1 The contract work shall be conducted strictly in accordance to that agreed upon and in a safe and responsible manner and to this end, the contractor certifies that he is fully conversant with the provisions of the Occupational Health and Safety Act No. 85 of 1993 (as amended) and that his employees, agents and mandataries have similar knowledge.
  
- 2.2 No contractor shall commence work on the company’s property unless and until he has received permission to do so from the site Superintendent.

- 2.3 The contractor hereby certifies that all electrical or mechanical equipment, which will be brought onto the site and used during the course of the contract, conforms to the regulations and is safe to use. Further, the contractor understands that should it come to the attention of the Municipality's officials/representatives that such equipment does not meet the required standards, the Municipality may order cessation of work until such time as the equipment is repaired satisfactorily.
- 2.4 No excavations of any sort shall be commenced at any time during the contract work or stakes driven into the ground, unless and until permission is granted by the Superintendent.
- 2.5 Before any welding operations or hotwork is commenced, permission should be sought from the Superintendent.
- 2.6 No work shall be undertaken unless it is done by a competent person in terms of the Act or one who is supervised by a competent person.
- 2.7 During the term of contract, the contractor shall take all steps to ensure that the site remains reasonably clear of waste and any hazardous material or substance and on completion of such work, the contractor shall make good and leave the site clean and tidy. Any cost of removal of such waste etc, by the company shall be borne by the contractor.

### **3. TOOLS AND EQUIPMENT**

- 3.1 The contractor shall not be permitted use of the Municipality's equipment save in exceptional circumstances and subject to the authority of the Business Unit Manager. Where such authority has been granted, the use of such equipment will be "at own risk" and the Contractor fully indemnifies the Municipality against liability in this regard.
- 3.2 The contractor shall provide his own tools and equipment and these shall remain under lock and key when not in use and the Municipality shall not be liable for any loss thereof or damage thereto, however caused.

### **4. REMOVAL OF ITEMS**

The contractor and any person engaged in the contract work, shall not remove anything from the site without the permission of the site Superintendent.



**5. MOVEMENT ON THE COMPANY'S PROPERTY**

The contractor shall advise all those under his control that movement about the property other than in the area of the contract work, is strictly forbidden unless special permission from the Superintendent is first obtained.

**6. CLOTHING AND SAFETY APPARATUS/EQUIPMENT**

Appropriate clothing shall at all times be worn on site and safety apparatus and equipment used.

**7. COMBUSTIBLES AND FLAMMABLE MATERIAL**

7.1 No combustibles and/or flammable material will be permitted on or stored on site without permission of the site Superintendent.

7.2 Should the contractor engage in any work that could cause a fire, he should first report it to the site Superintendent.

**8. DAMAGE TO PROPERTY**

8.1 Should any property belonging to or in the care of the contractor or any person engaged in the contract work be damaged, the Municipality shall not be liable for same, however caused and the contractor fully indemnifies the Municipality in respect thereof.

8.2 Should any property belonging to the Municipality be damaged, such damage should immediately be reported to the Superintendent and the contractor shall be liable to compensate the Municipality should the loss or damage to the said property be as a result of the negligence or otherwise of any person engaged in the contract work.

8.3 Should any property of any other party be damaged through and by way of the contract work, the Municipality shall not be responsible therefore and the contractor indemnifies the Municipality accordingly.

**9. ACCIDENTS**

Any accident or injury shall be reported immediately to the Superintendent and if reportable in terms of the OHSACT, same shall be reported by the contractor to the inspector and proof of such report shall be given to the Superintendent.

**10. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS**

The contractor shall ensure that no liquor, drugs, dangerous weapons or firearms shall be brought onto the premises.

**11. SEARCHES**

The contractor and any person engaged in the contract work may at any time be searched by the company's security personnel and all packages, suitcases, etc, must be presented to the access control point for examination prior to being brought onto or taken off the property.

**12. OHSACT RESPONSIBILITIES**

Further in terms of Section 37(2) of the Occupational Health and Safety Act 1993 (as amended) (the Act) it is hereby agreed that –

- 12.1 In terms of this Section, the contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area of the factory in which the work is to be undertaken for the Municipality by the contractor.
- 12.2 The contractor shall be responsible for the well being, in relation to health and safety, of all persons coming upon/into such area in accordance with that legislation, subject to any directives issued by the Municipality.
- 12.3 The work to be done is for the Repair and Maintenance Civil Engineering Plant & Equipment.
- 12.4 The area in which the work is to be done is the Kouga Municipal area.
- 12.5 The contractor undertakes to report to management of the factory any hazard to health and safety which exists or arises during the contract work in the area concerned and over which the contractor will have no control.

12.6 The contractor shall issue all necessary and appropriate safety/health equipment to all persons working or coming into the area.

**13. INDEMNIFICATION**

The contractor hereby certifies that all contracting workmen recognise the inherent hazards that exist on the property of the Municipality and that the contractor –

13.1 enters the property entirely at its own risk and therefore the contractor waives any claims of whatsoever nature against the Municipality, its employees, agents and/or mandataries in respect of any loss, damage and/or injury whether same is as a result of any negligent act or omission on the part of the Municipality, its employees, agents and/or mandataries or other independent contractors or by third persons or by way of defective equipment or materials supplied by the Municipality, nothing at all excepted and further the contractor;

13.2 hereby indemnifies the Municipality, its employees, agents and or mandataries against any claims from the contractor's employees and/or from any other persons arising and being caused in the manner set out in 13.1 as aforesaid, nothing at all excepted.

I, ..... being the person who is duly authorised as the contractor hereby acknowledge and accept the above terms and agree that the contractor and all persons engaged on the said contract work shall adhere to all the above rules.

.....  
SIGNATURE OF THE CONTRACTOR

.....  
DATE

WITNESS : .....

WITNESS:.....

DATE : .....

DATE : .....

**KOUGA MUNICIPALITY**  
**CONSUMER ACCOUNT - (RATES AND SERVICES)**  
**DECLARATION**

I, ..... the undersigned, hereby declare that the municipal account of my business as well as the members' municipal accounts are paid up or that acceptable arrangements have been made with the Office of the City Treasurer to settle overdue accounts. **Please attach latest municipal billing certificate.**

NAME OF COMPANY	ADDRESS	MUNICIPAL A/C NO.

<i>NAME OF MEMBER</i>	ADDRESS	MUNICIPAL A/C NO.
1.		
2.		
3.		
4.		
5.		

I confirm that the above information is correct.

SIGNATURE OF TENDERER: .....

CAPACITY (OWNER/PARTNER/MANAGER, ETC.): .....

COMPANY STAMP: