



## **OVERSTRAND MUNICIPALITY**

**TENDER NO. SC 792/2009 : TENDER FOR THE SALE OF  
2 PORTIONS OF THE REMAINDER OF ERF 210 (COMMONAGE)  
GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA  
CULTURE PURPOSES**

<b>TENDERER</b>	
<b>TENDER AMOUNT</b>	<b>R (including VAT)</b>

**DECEMBER 2009**

# **OVERSTRAND MUNICIPALITY**

**DIRECTORATE: INFRASTRUCTURE & PLANNING**

**SECTION: PLANNING AND PROPERTY ADMINISTRATION**

**Tender No: SC 792/2009**

**TITLE: TENDER FOR THE SALE OF 2 PORTIONS OF THE REMAINDER OF  
ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND  
MUNICIPAL AREA FOR AQUA CULTURE PURPOSES**

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# **Part T1: Tendering procedures**

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## 1.1 Tender Notice and Invitation to Tender



**OVERSTRAND MUNICIPALITY**  
PO Box 20, Gansbaai, 7220

**TENDER No's. SC 791/2009 to SC 794/2009**

### **TENDERS FOR THE SALE AND DEVELOPMENT OF MUNICIPAL PROPERTIES IN THE OVERSTRAND MUNICIPAL AREAS OF GANSBAAI, DE KELDERS, ONRUS RIVER AND SANDBAAI**

Tenders are hereby invited for the sale and development of the following vacant properties as indicated:-

	TOWN	ERF NO.	PRESENT ZONING	SIZE	TENDER NO.
1.	Gansbaai (Blompark)	Erf 966 (Aster Street)	Single residential	407m <sup>2</sup>	SC 791/2009
2.	De Kelders	Erven 1286, 1290 & 1291 (Island Street)	Single residential	662m <sup>2</sup> per erf	SC 791/2009
3.	De Kelders	Erven 1245 to 1249 & 1298 (De Villiers Street)	Single residential	657m <sup>2</sup> per erf	SC 791/2009
4.	Gansbaai (Commonage)	Two (2) portions of Erf 210 (commonage) : located at the Gansbaai Harbour	Undetermined (for aqua culture only)	±6.00 ha and ±6.17 ha respectively	SC 792/2009
5.	Onrus River	Three (3) portions of the Remainder of the Farm Onrust River No. 581 : located alongside the Onrus River mountains next to the R43	1. Residential Zone 2 (group housing). Transport Zone 2 (public road) 2. Open Space Zone 2 (private open space) 3. Residential Zone 1 (single residential). Transport Zone 2 (public road)	1. ±4.08ha 2. ±5.553ha 3. ±5.05ha	SC 793/2009
6.	Sandbaai (Commonage)	Erf 1291	Institutional (Educational)	±6.38 ha	SC 794/2009

Tender documents, in English, are obtainable at the offices of the Overstrand Municipality as indicated below, with immediate effect between 08h00 and 13h00 and 13h45 and 16h30, upon payment of a **non-refundable** tender participation fee of R20.00 per set (20 pages and less) or R100.00 per set (21 to 49 pages) or R400.00 per set (50 pages and more). Bank guaranteed cheques are to be made payable to "Overstrand Municipality". Alternatively the documents can be downloaded free of charge from website : [www.overstrand.gov.za](http://www.overstrand.gov.za)

(a) Tender No's. SC 793/2009 and SC 794 /2009 at Hermanus Town Planning (16 Paterson Street), Hermanus from Riaan Kuchar or he can be contacted at telephone 028 313 8087 or fax 028 313 2093 for any further information.

(b) Tenders No's. SC 791 /2009 and SC 792/2009 at the Gansbaai Administration (Main Street) from Marius le Roux or he can be contacted at telephone 028 384 8323 or fax 028 384 0241 for any further information.

**(Tender documents will be available from 17 December 2009).**

The closing time and date of the tenders are **12:00 on Friday, 29 January 2010**. Sealed tenders marked with the **Tender Number and Full Description of the Property**, must be deposited in tender box **No. 1** at the offices of Overstrand Municipality, **Magnolia Avenue, Hermanus, before the closing date and time.**

**Tenders will be opened in public in the Committee Room, Hermanus Administration, as soon as possible after the closing time. Tenders must be valid for 16 weeks from the closing date.**

The Overstrand Municipality does not bind itself to accept the highest or any tender and reserves the right to accept any tender, as it may deem expedient. Tenders are subject to the Standard Conditions of Tender, the Preferential Procurement Regulations of 2001, the Supply Chain Management Policy and the Administration of Immovable Property Policy of the Overstrand Municipality.

**W ZYBRANDS**  
**MUNICIPAL MANAGER**

# OVERSTRAND MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE & PLANNING

SECTION: PLANNING AND PROPERTY ADMINISTRATION

Tender No: SC792/2009

**TITLE: TENDER FOR THE SALE OF 2 PORTIONS OF THE REMAINDER OF ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA CULTURE PURPOSES,**

## T1.2 Tender Data

Clause number	
	<p>The conditions of tender are the standard conditions of tender as contained in Annexure F of Government Gazette No 30692. (Attached as Annexure F.)</p> <p>The standard conditions of tender for procurements make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.</p> <p>Each item of data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.</p>
F.1.1	The OWNER is <b>Overstrand Municipality</b>
F.1.2	<p>The tender documents issued by the owner comprise:</p> <p><b>Part T1: Tendering procedures</b></p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p><b>Part T2: Returnable Schedules</b></p> <p>T2.1 List of returnable documents</p> <p>T2.2 Tender schedules</p> <p><b>Part 1: Agreements and contract data</b></p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p><b>Part 2: Pricing data</b></p> <p>C2.1 Pricing instructions</p> <p><b>Part 3: Scope of tender</b></p>
F.1.4	<p>The owner's agent is:</p> <p>Name: Mr. M le Roux</p> <p>Address: Directorate: Infrastructure &amp; Planning P O Box 26 Main Road GANSBAAI 7210</p> <p>Tel: 028 384 8323 Fax: 028 313 0241 E-mail: <a href="mailto:mleroux@overstrand.gov.za">mleroux@overstrand.gov.za</a> (GANSBAAI AND DE KELDER'S PROPERTIES)</p>
F1.5.1	Overstrand Municipality reserves the right to accept all, some, or none of the tenders / bids submitted – either wholly or in part – and it is not obliged to accept the highest tender / bid. Furthermore the Municipality reserves the right to award to any bidder of the Municipality's choice to ensure a fair and equitable distribution of the Municipality's property to all people of the Western Cape Province in particular, and RSA in general.
F.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <ol style="list-style-type: none"><li>1. Tender Entities that have proven financial backing and financial resources.</li><li>2. Tax Clearance Certificate.</li></ol>
F.2.7	There are no compulsory site or clarification meetings

F.2.12	No alternative offers will be considered.
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 1 (one) copy.
F.2.13.5	<p>The owner's address for delivery of tender offers and identification details to be shown on each tender offer package are:  Location of tender box: Overstrand Municipality, Hermanus, Administration Building, Magnolia Avenue  Physical address: Overstrand Municipality, Hermanus, Magnolia Avenue</p> <p><b>IDENTIFICATION DETAILS: TENDER NO. SC 792/2009: TENDER FOR THE SALE OF 2 PORTIONS OF THE REMAINDER OF ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA CULTURE PURPOSES</b></p>
F.2.13	A two-envelope procedure will <b>not</b> be followed.
F.2.15	The closing time for submission of tender offers is <b>12h00 on Friday, 29 January 2010</b>
F.2.15	Mailed, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.16	The tender offer validity period is 16 weeks
F.2.23	<p>The tenderer is required to submit with his tender:</p> <p>1) an original valid Tax Clearance Certificate issued by the South African Revenue Services;</p>
F.3.4	<p>The time and location for opening of the tender offer is:</p> <p>Time: <b>12h00 on Friday, 29 January 2010</b>  Venue: Overstrand Municipality, Hermanus, Administration Building, Magnolia Avenue  Tenders will be opened as soon as possible after the closing time for tenders at 12h00</p>
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 4</p> <p>The score for quality is to be calculated using the following formula:</p> $W_Q = W_2 \times S_O / M_S$ <p>where <math>W_2</math> is the percentage score given to quality and equals 90/10  <math>S_O</math> is the score for quality allocated to the submission under consideration  <math>M_S</math> is the maximum possible score for quality in respect of a submission</p>

#### Scoring Preferences

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

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

Or as indicated in the MBD forms

F.3.11.3	<b>Description of Evaluation Criteria:</b>		<b>Elevation points for tenders &gt; R500 000.00</b>	
	<b>3. Price</b>		<b>90</b>	
	• Price (highest price)			
	<b>6. Empowerment</b>		<b>10</b>	
	• HDI – MBD 6.2 (ANNEXURE A)	4		
	• Women – MBD 6.2 (ANNEXURE A)	2		
	• Disabled MBD 6.2 (ANNEXURE A)	1		
	• Locality of Tenderer MBD 6.9, 6.10, 6.11 (ANNEXURE B) (1, 2 or 3)			
	<b>TOTAL</b>		<b>100</b>	
	<b>**Tenderers are not limited to the requirements as included in the MBD 6.7 forms. Any suggestions with regard to the development of local learners in the field of Civil Engineering, i.e. the provision of tertiary bursaries will be encouraged.</b>			

F3.13.1	Tender offers will only be accepted if: a) the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services b) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and d) the tenderer has not: abused the Employer's Supply Chain Management System
F.3.18	The number of paper copies of the signed contract to be provided by the owner is 1



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## **Part T2: Returnable Schedules**

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# **OVERSTRAND MUNICIPALITY**

**DIRECTORATE: INFRASTRUCTURE & PLANNING**

**SECTION: PLANNING AND PROPERTY ADMINISTRATION**

Tender No: SC 792/2009

**TITLE: TENDER FOR THE SALE OF 2 PORTIONS OF THE REMAINDER OF  
ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND  
MUNICIPAL AREA FOR AQUA CULTURE PURPOSES**

## **T2.1 List of Returnable Documents**

The tenderer must complete the following returnable documents:

### **1. RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**

- 1.1 Proof of financial backing and financial resources
- 1.2 Authority Signatory

### **2. OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES**


- 2.1 Certificate of Authority for Joint Ventures (If Applicable)
- 2.2 ANNEXURE A - MBD 6.2
- 2.3 ANNEXURE B - MBD 6.9, 6.10 + 6.11
- 2.4 ANNEXURE C –MBD 2 Tax clearance certificate requirements
- 2.5 ANNEXURE D –MBD 4 Declaration of interest
- 2.6 ANNEXURE E–MBD 8 Declaration of Bidder's past supply chain management practices

### **3. RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT**

- 3.1 Record of Addenda
- 3.2 Compulsory Enterprise Questionnaire
- 3.3 C1.1 Form Of Offer And Acceptance

## **T2.2 TENDER SCHEDULES**

### **1.1 PROOF OF FINANCIAL BACKING AND FINANCIAL RESOURCES**



**Name of Tendering  
Entity :**

**Signature :**

**Date :**

## 1.2 AUTHORITY SIGNATORY

In the case of a tender being submitted on behalf of a Company, Close Corporation or Partnership, assurance shall be given at the time of submission of the tender that the tender has been signed by someone properly ☐authorized thereto by virtue of the Articles of Association, or resolution of the Directors, Members or Partners, or other authority as applicable. Signatories shall confirm their authority by completing the form below and attaching a copy of the relevant authority duly signed and dated.

I, the undersigned, declare that I am duly authorized to sign the offer on the form of offer and acceptance on behalf of .....by virtue of the Articles of Association/Resolution of the Board of Directors\* or .....  
.....

\* Delete whichever is not applicable, or if neither is applicable, indicate alternate authority.

NAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESSES: 1. \_\_\_\_\_ 2. \_\_\_\_\_

## 2.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms . . .  
 . . . . . , authorized signatory of the company . . . . .  
 . . . . . , acting in the capacity of lead  
 partner, to sign all documents in connection with the tender offer and any contract resulting from it on  
 our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORIZED SIGNATORY
Lead partner		Signature. . . . . Name . . . . . Designation
		Signature. . . . . Name . . . . . Designation
		Signature. . . . . Name . . . . . Designation
		Signature. . . . . Name . . . . . Designation

### 3.1 RECORD OF ADDENDA

We confirm that the following communications received from the Owner before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

## 3.2 COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

### Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

### Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

### Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

### Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is

currently or has been within the last 12 months been in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise name



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# **Part C1: Agreements and contract data**

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# OVERSTRAND MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE & PLANNING

SECTION: PLANNING AND PROPERTY ADMINISTRATION

Tender No: SC792/2009

**TITLE: TENDER FOR THE SALE OF 2 PORTIONS OF THE REMAINDER OF ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA (AQUA CULTURE PURPOSES)**

## C1.1 Form of Offer and Acceptance

### OFFER

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

### **TENDER FOR THE SALE OF 2 PORTIONS OF THE REMAINDER OF ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA CULTURE PURPOSES**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities as described in the tender document including compliance with all its terms and conditions according to their true intent and meaning.

### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

Rand.....

..... (in words);

R..... (in figures)

This offer may be accepted by the Municipality by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data.

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer

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

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

## ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Municipality identified below, accepts the tenderer's offer. Acceptance of the tenderer's offer shall form an agreement between the Municipality and the tenderer upon the terms and conditions contained in this agreement and in the Deed of Sale to be concluded.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), arrange for the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the agreement. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document. Unless the tenderer (now Developer) within five working days of the date of such receipt notifies the Municipality in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) .....

Name(s) .....

Capacity .....

for the  
Municipality **OVERSTRAND MUNICIPALITY**  
**Magnolia Avenue**  
**Hermanus**

Name and .....

signature .....

of witness .....

Date .....

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## **Part C2: Pricing data**

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# OVERSTRAND MUNICIPALITY

DIRECTORATE: INFRASTRUCTURE & PLANNING

SECTION: PLANNING AND PROPERTY ADMINISTRATION

Tender No: SC 792/2009

## **TITLE: TENDER FOR THE SALE OF 2 PORTIONS OF THE REMAINDER OF ERF 210 (COMMONAGE) GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA CULTURE PURPOSES**

### **C2.1 PRICING INSTRUCTION**

The Tender price will be payable as follows:

- 10% of the purchase price on acceptance of the offer
- Remainder of purchase price is payable on transfer is payable on transfer
- The tenderer must provide the total amount offered for the property/ies (inclusive of Value Added Tax (Use C1.1 Form of Offer and Acceptance)

	Tender SC Number	Property Description	Tender Price (VAT Excluded)
(a)	SC 792/2009	A ± 6.00 hectare portion of the remainder of Erf 210 (Commonage), Gansbaai	R
(b)	SC 792/2009	A ± 6.17 hectare portion of the remainder of Erf 210 (Commonage), Gansbaai	R

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2009/2010 in the presence of the undersigned witnesses.

As Witnesses:

\_\_\_\_\_  
TENDERER:  
ID / FIRM NUMBER:

1. \_\_\_\_\_
2. \_\_\_\_\_

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## **Part C3: Scope of Tender**

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## **1. INTRODUCTION (BOTH PROPERTIES)**

- 1.1 The Overstrand Municipality has decided to dispose of two properties being portions of the remainder of Erf 210 (commonage), Gansbaai. These sites have been approved for sale and development for aqua culture purposes only. The Municipality owns the land which is currently vacant. The proposal for this development is in line with government policy to maximise under utilised public property.
- 1.2 The objective of this exercise is to enable the Council to select the best submission in terms of both financial and concept appropriateness for the site.
- 1.3 The document is self-explanatory and interested parties are encouraged to read through it carefully, so as to familiarise themselves with both the overall intent of Council, as well as with the procedures for the award.

## **2. THE PROPOSAL CALL PROCESS**

The process to be followed in this proposal call shall be as follows:-

- 2.1 The submission of a tender proposal must be in accordance with Paragraph 9 of this document.
- 2.2 The submission of a tender price, plans and sketches as well as a written description of the envisaged development (where applicable), the details of the developer as well as information regarding the source of development funds and the financial offer made must be clearly set out in the applicants submission as per the requirements set out in Part C2: Pricing Data (item 2.1) of this document.
- 2.3 A Deed of Sale will be entered into with the successful tenderer after the tender is awarded.
- 2.4 The submissions will be evaluated by a duly constituted evaluation committee. It should be noted that the committee is not obliged to accept any of the proposals submitted.
- 2.5 On awarding the proposal call, a payment of the required **10%** (ten percent) of the agreed purchase price, is payable.
- 2.6 The properties concerned are currently zoned Undertermined.
- 2.7 On awarding of the tender, the transfer of the ownership of the land portions to the tenderer/developer must proceed forthwith.

## **3. THE ROLE OF THE PROPERTIES WITHIN THE NATURE OF ITS LOCALITY**

- 3.1 The properties are located adjacent to the Gansbaai Harbour.
- 3.2 The developers must take cognizance of the mixed surrounding land uses.
- 3.3 The land uses in 3.2 must be taken into consideration by the tenderer / developers.

## **4. PROPERTIES DESCRIPTION AND DETAILS**

### **4.1 Erf no. and size**

Two portions of the remainder of Erf 210 (Commonage), Gansbaai



Extent: 6.00 hectares and 6.17 hectares respectively

#### 4.2 Zoning Status

Undetermined

#### 4.2 Locality context (see Locality Map – Annexure )

The property is located alongside the Gansbaai Harbour and borders onto existing developed land.

The surrounding land uses vary and consists of two developed abalone farms and residential areas. The sewerage works are some distance away.

### 5. **DEVELOPMENT PARAMETERS**

#### **Portions of Erf 210**

##### 5.1 Development Directives

5.1.1 Appropriate development proposals are sought that will contribute to the general quality and nature of the existing built environment and which will fit into and complement the existing developments.

5.1.2 Development proposals should maximize the potential of the site bearing in mind the existing surrounding built environment and visual sensitivity of the site in relation to the surrounding area.

##### 5.2 Non-Developable area.

N/A

##### 5.3 Accesses and Road provision

Access to two portions of Erf 210 must be discussed with Council's Directorate: Infrastructure and Planning.

##### 5.4 Possible Developments include.

1. single residential (caretakers dwelling)
2. offices etc.
3. Structures that are reasonably connected with aqua-culture

##### 5.5 Not allowed

The following land uses are considered to be inappropriate.

1. Agricultural Zone
2. Industrial Zone

### 6. **SERVICES**

- 6.1 Council's Directorate: Infrastructure and Planning must be contacted for further information required with regard to the services to the site.

- 6.2 **The provision of all services is to be for the account of the developer and to the satisfaction of the Director: Infrastructure and Planning. Detailed services design will have to be submitted prior to building plan approval being issued.**

## **7. ZONING RIGHTS**

The two portions of Erf 210, Gansbaai are sold “voetstoots”. The successful tenderer / developer will have to arrange for the subdivision and rezoning of the remainder of Erf 210 from Undetermined to Agricultural Zone (consent use: aqua culture) with a departure to allow for buildings that are reasonably connected with aqua-culture activities such as dwellings for workers, offices etc. The Environmental Impact Assessment for the subdivision will also have to be undertaken by the successful tenderer / developer after registration of the newly created properties in the Deeds Office.

## **8. SUBMISSION REQUIREMENTS**

- 8.1 Submissions are invited from all parties with the financial means and experience to submit a proposal for the purchase and development of the sites.
- 8.2 The tenderers will be required to submit a tender deposit of ten thousand rand (R10 000) on submission of the tender. This amount must be in the form of a bank guarantee from an authorized Financial Services Provider (letter of undertaking - not bank guarantee cheque) in favour of the Overstrand Municipality and valid for 90 days from the date of the closure of the tender. Failure to comply with this requirement will lead to the disqualification of the tenderer. These guarantees will be returned to the tenderers after the awarding process has been completed. The tender deposit will be forfeited by a tenderer should he cancel/withdraw his tender at any time after the closing date of the tender.

## **9. METHOD OF SUBMISSION**

- 9.1 The submission (tender documents) purchase price offered must be submitted in a sealed envelope and marked with the Tender Number and Full Description of the Property and be deposited in **tender box no. 1** in the foyer of the Municipal Offices, Hermanus before **12 noon on Friday, 29 January 2010. Proposals which are not submitted in a sealed envelope or proposals received after the closing time and date will not be considered.**
- 9.2 The Municipality is not obliged to accept the highest bid or any of the proposals submitted.
- 9.3 The Municipality reserves the right to interview prospective organizations or individuals prior to awarding the tender to any bidder.
- 9.4 The decision of the Municipality will be final.

## **10. ACCEPTANCE**

10.1 The tender shall remain irrevocably open for acceptance by the Municipality for a period of 120 days calculated from the date of the closing of tenders.

10.2 The following criteria will be used to evaluate the submissions received.

Description of Evaluation Criteria:		Elevation points for tenders > R500 000.00	
1. Price		90	
<ul style="list-style-type: none"><li>Price (highest price)</li></ul>			
2. Empowerment		10	
<ul style="list-style-type: none"><li>HDI MBD 6.2 (ANNEXURE A)</li></ul>	4		
<ul style="list-style-type: none"><li>Women MBD 6.2 (ANNEXURE A)</li></ul>	2		
<ul style="list-style-type: none"><li>Disabled MBD 6.2 (ANNEXURE A)</li></ul>	1		
<ul style="list-style-type: none"><li>Locality of Tenderer MBD 6.9, 6.10, 6.11 (ANNEXURE B) (1, 2 or 3)</li></ul>			
<ul style="list-style-type: none"><li>MBD 2</li></ul>			
<ul style="list-style-type: none"><li>MBD 4</li></ul>			
<ul style="list-style-type: none"><li>MBD 8</li></ul>			
<ul style="list-style-type: none"><li>TOTAL</li></ul>		100	
**Tenderers are not limited to the requirements as included in the MBD 6.7 forms. Any suggestions with regard to the development of local learners in the field of Civil Engineering, i.e. the provision of tertiary bursaries will be encouraged.			

# **OVERSTRAND MUNICIPALITY**

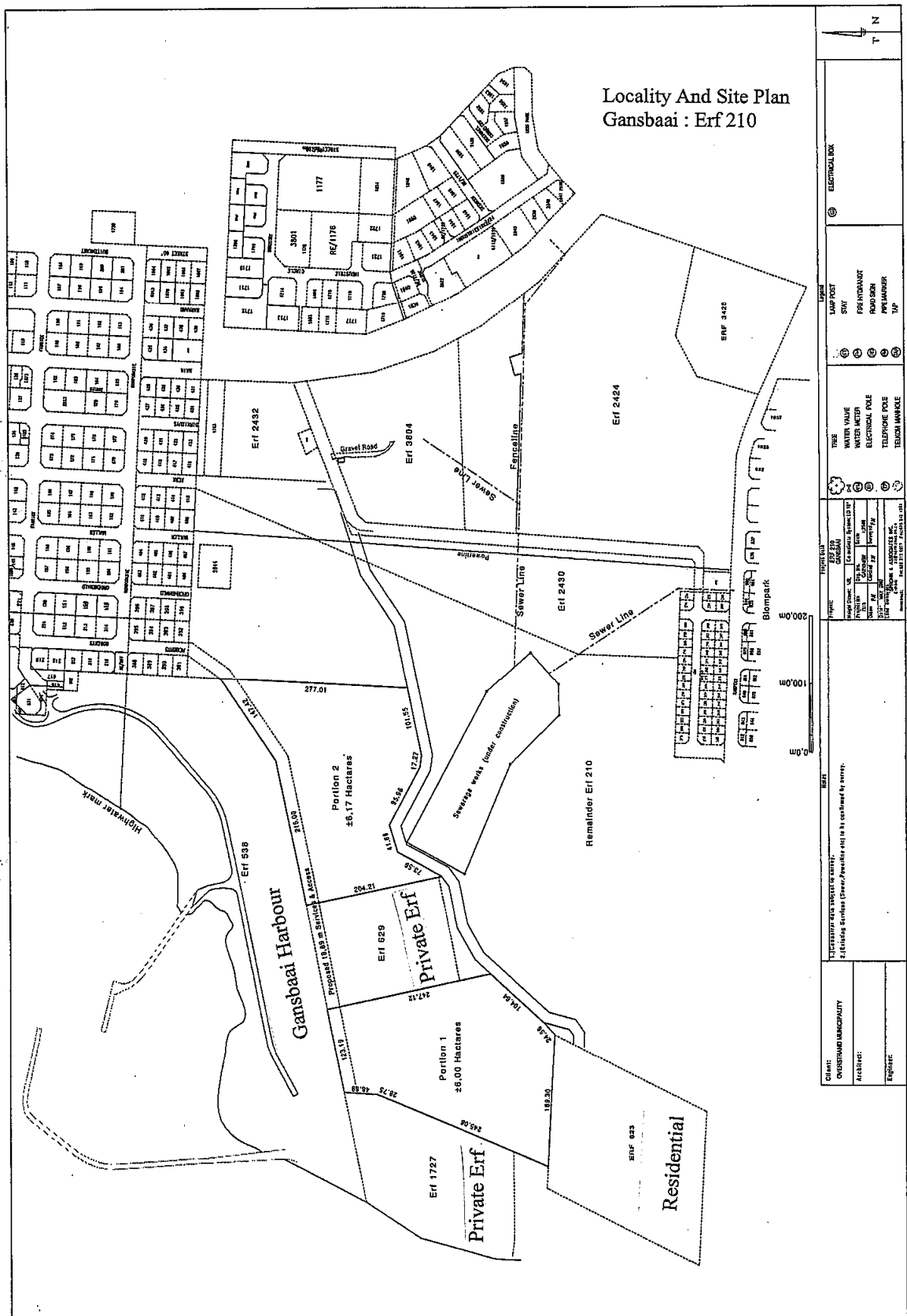
**DIRECTORATE: INFRASTRUCTURE & PLANNING**

**SECTION: PLANNING AND PROPERTY ADMINISTRATION**

**Tender No: SC 792/2009**

**TITLE: TENDER FOR THE SALE OF 2 PORTIONS OF THE REMAINDER OF ERF 210  
(COMMONAGE), GANSBAAI IN THE OVERSTRAND MUNICIPAL AREA FOR AQUA  
CULTURE PURPOSES**

## **C.3.1 SCOPE OF TENDER**



## ANNEXURE A – MBD 6.2

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

## SALES

This preference form must form part of all bids invited for the sale and letting of assets. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals.

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

### (a) GENERAL CONDITIONS

(i) The following preference point systems are applicable to all bids:

- 3 the 80/20 system for the sale and letting of assets with a Rand value of up to R500 000; and
- 4 the 90/10 system for the sale and letting of assets with a Rand value above R500 000.

(ii) The value of this bid is estimated to **not exceed R500 000** and therefore the **80/20** system shall be applicable.

(iii) Preference points for this bid shall be awarded for:

- 2 Price; and
- 3 Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>90</b>
<b>1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS</b>	<b>10</b>
<b>a) Historically Disadvantaged Individual:</b>	
(i) who had no franchise in national elections before the 1983 and 1993 Constitutions	4
(ii) who is a female	2
(iii) who has a disability	1
<b>b) Other specific goals</b>	
a. Local tenderers MBD 6.9 (Western Cape Province)	1 <b>or</b>
(ii) Local tenderers MBD 6.10 (Overberg Region)	2 <b>or</b>
(iii) Local tenderers MBD 6.11 (Overstrand Municipality)	3
<b>Total points for Price, HDIs and other RDP goals must not exceed</b>	<b>100</b>



**Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.**

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

## **2. GENERAL DEFINITIONS**

- 2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the conditions of bid as set out in the bid document.
- 2.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of Municipality for the sale and letting of assets.
- 2.3 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.4 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of Municipality.
- 2.5 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.7 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.8 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.9 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
  - (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution”); and/or
  - (2) who is a female; and/or
  - (3) who has a disability:

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

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

### **3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE**

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

### **4. ADJUDICATION USING A POINT SYSTEM**

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Points scored will be rounded off to 2 decimal places.
- 4.3 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

### **5. POINTS AWARDED FOR PRICE**

#### **5.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left( 1 + \frac{P_t - P_h}{P_h} \right) & \mathbf{or} & P_s = 90 \left( 1 + \frac{P_t - P_h}{P_h} \right)
 \end{array}$$

Where

Ps = Points scored for price of bid under consideration

Pt = Rand value of bid under consideration

Ph = Rand value of highest acceptable bid

## 6. Points awarded for historically disadvantaged individuals

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

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI

NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category

EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDIs.

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

## 7. BID DECLARATION

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

## 8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.9 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.6.

	Ownership	Percentage owned	Points claimed
8.1	Equity ownership <b>by persons who</b> had no franchise in the national elections	%	.....
8.2	Equity ownership <b>by women</b>	%	.....
8.3	Equity ownership <b>by disabled persons*</b>	%	.....

\*If points are claimed for disabled persons, indicate the nature of impairment (see paragraph 2.7 above)

.....

## 1. DECLARATION WITH REGARD TO EQUITY

- 9.1 Name of firm : .....
- 9.2 VAT registration number : .....
- 9.3 Company registration number : .....

**9.4 TYPE OF FIRM**

Partnership  
One person business/sole trader  
Close corporation  
Company  
(Pty) Limited

[TICK APPLICABLE BOX]

**9.5 MUNICIPAL INFORMATION**

State where business is situated: .....

Registered Account No: .....

Stand No: .....

**9.6 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?**

.....

**9.7 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.**

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

\*Indicate YES or NO

## 9.8 Consortium / Joint Venture

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

Name of HDI member (to be consistent with paragraph 9.6)	Percentage (%) of the contract value managed or executed by the HDI member

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

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is 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 8, the contractor may be required to furnish documentary proof to the satisfaction of the seller that the claims are correct.
- (iv) If the claims are found to be incorrect, the seller may, in addition to any other remedy it may have -
  - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

### WITNESSES:

1. ....  
SIGNATURE (S) OF BIDDER (S)
2. ....  
DATE:.....
- ADDRESS:.....

.....

## ANNEXURE B – MBD6.9, 6.10, 6.11

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001  
PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC PROVINCE

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

1. Regulation 17(3) (e) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.

2. The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the **Western Cape Province**. This includes an enterprise whose head office may be situated in another province, but has established a fully-fledged branch within the Province. Enterprises located outside the borders of the Province and who only appoint agents and/or commission warehouses in the Province are expressly excluded from claiming points for this goal.

3. **SPECIFIC GOAL** **POINTS ALLOCATED**

The stimulation of the Provincial economy by procuring locally .....1...

Preference points may only be claimed by enterprises located within the borders of the Western Cape Province. (See paragraph 2 above).

4. **BID DECLARATION**

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

5. **POINTS CLAIMED**

Bidder to indicate whether the point(s) allocated for enterprises situated within the borders of the **Western Cape Province** is/are claimed. Yes / No

6. **DECLARATION WITH REGARD TO LOCALITY**

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

Address of local enterprise: Physical: .....

Postal:.....

.....

Telephone: ..... Fax: .....

Address of Head Office: Physical: .....

Postal:.....

Telephone: ..... Fax: .....



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

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

**WITNESSES:**

1. ....

SIGNATURE (S) OF BIDDER (S)

2. ....

DATE: .....

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001  
PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC REGION**

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

1. Regulation 17(3) (f) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific region for work to be done or services to be rendered in that region.

2. The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the **Overberg Region** of the Western Cape Province. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this Region. Enterprises located outside the borders of this Region and who only appoint agents and/or commission warehouses in this Region are expressly excluded from claiming points for this goal.

3. **SPECIFIC GOAL** **POINTS ALLOCATED**

The stimulation of the Provincial economy by procuring locally from enterprises located in the **Overberg Region**

.....**2**.....

*Preference points may only be claimed by enterprises located within the **Overberg Region**. (See paragraph 2 above).*

4. **BID DECLARATION**

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

5. **POINTS CLAIMED**

Bidder to indicate whether the point(s) allocated for enterprises situated within the **Overberg Region** is/are claimed.

Yes / No

6. **DECLARATION WITH REGARD TO LOCALITY**

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

Address of local enterprise: Physical: .....

Postal:.....

Telephone: ..... Fax: .....

Address of Head Office: Physical: .....

Postal:.....

Telephone: ..... Fax: .....

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

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

**WITNESSES:**

1. ....

.....  
SIGNATURE (S) OF BIDDER (S)

2. ....

DATE: .....

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001  
PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC MUNICIPAL AREA**

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

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

**SPECIFIC GOAL**

**POINTS ALLOCATED**

The stimulation of the local economy by procuring from enterprises located within the borders of the **Overstrand Municipality**.

.....**3**.....

3. Preference points may only be claimed by enterprises located within the **Overstrand Municipality**. (See paragraph 2 above).

**4. BID DECLARATION**

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

**5. POINTS CLAIMED**

Bidder to indicate whether the point(s) allocated for enterprises situated within the **Overstrand Municipality** is/are claimed.

Yes / No

**6. DECLARATION WITH REGARD TO LOCALITY**

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

Physical: .....

Postal: .....

Telephone: .....

Fax: .....

Municipal Account No: .....

Stand No: .....

Address of Head Office: Physical: .....

Postal:.....

.....

Telephone: .....

Fax: .....

Municipal Account No: .....

Stand No: .....

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

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

**WITNESSES:**

1. ....

.....  
SIGNATURE (S) OF BIDDER (S)

2. ....

DATE: .....

## 2.4 ANNEXURE C – MBD 2

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).



TAX CLEARANCE

TCC 001

**Application for a Tax Clearance Certificate****Purpose**Select the applicable option .....Tenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application


**Particulars of applicant**

Name/Legal name (Initials & Surname or registered name)		
Trading name (if applicable)		
ID/Passport no	Company/Close Corp. registered no	
Income Tax ref no	PAYE ref no	7
VAT registration no	SDL ref no	L
Customs code	UIF ref no	U
Telephone no	Fax no	
E-mail address		
Physical address		
Postal address		

**Particulars of representative (Public Officer/Trustee/Partner)**

Surname		
First names		
ID/Passport no	Income Tax ref no	
Telephone no	Fax no	
E-mail address		
Physical address		



**Particulars of tender** (If applicable)Tender number Estimated Tender amount R , Expected duration of the tender  year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Audit**

Are you currently aware of any Audit investigation against you/the company?..... YES NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

 CCYY-MM-DD

Date

Name of representative/agent

**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

 CCYY-MM-DD

Date

Name of applicant/  
Public Officer**Notes:**

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
  - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - without just cause shown by him, refuses or neglects to-
    - furnish, produce or make available any information, documents or things;
    - reply to or answer truly and fully, any questions put to him ...
 As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

## 2.5 ANNEXURE D – MBD 4

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state\*, or persons 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 (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative:.....
  - 2.2 Identity Number:.....
  - 2.3 Position occupied in the Company (director, shareholder etc):.....
  - 2.4 Company Registration Number:.....
  - 2.5 Tax Reference Number:.....
  - 2.6 VAT Registration Number:.....

\* "State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

- 2.7 Are you or any person connected with the bidder **YES / NO**  
presently employed by the state?

- 2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:.....

Name of state institution to which the person is connected:.....

Position occupied in the state institution:.....

Any other particulars:

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

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**  
shareholders / members or their spouses conduct business  
with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have **YES / NO**  
any relationship (family, friend, other) with a person employed  
by the state and who may be involved with the evaluation and  
or adjudication of this bid?

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors /shareholders/ **YES / NO**  
members of the company have any interest in any other  
related companies whether or not they are bidding for  
this contract?

2.11.1 If so, furnish particulars:

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

DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## 2.6 ANNEXURE E – MBD 8

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
  - (a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - (b) been convicted for fraud or corruption during the past five years;
  - (c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - (d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>(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 "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

## CERTIFICATION

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

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.**

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

.....

**Signature**

.....

**Date**

.....

**Position**

.....

**Name of Bidder**

Js367bW



**Annex F**  
(normative)

**Standard Conditions of Tender**

- Note:**
- 1 These Standard Conditions of Tender are identical to that contained in Annex F of SANS 294: 2004, *Construction Procurement Processes, Procedures and Methods*.
  - 2 Annex E of SANS 294, *Construction Procurement Processes, Procedures and Methods*, and SAICE's Practice Manual #1, *The use of South African National Standards in Construction Procurement*, provide guidance on referencing these Standard Conditions of Tender in procurement documents.

**F.1 General**

**F.1.1 Actions**

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

**F.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

**F.1.3 Interpretation**

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process, and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

**F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

**F.1.5 The employer's right to accept or reject any tender offer**

**F.1.5.1** The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

**F.1.5.2** The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of

work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

### **F.2.2 Cost of tendering**

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

#### **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

#### **F.2.11 Alterations to documents**

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

#### **F.2.12 Alternative tender offers**

**F.2.12.1** Submit alternative tender offers only if a main tender offer strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

#### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit a tender offer to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

**F.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

**Note:** Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

**F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.



**F.2.20 Submit securities, bonds, policies, etc.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

**F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**F.3 The employer's undertakings**

**F.3.1 Respond to clarification**

Respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and shall then notify all tenderers who drew documents.

**F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

**F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

#### **F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

#### **F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

#### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

#### **F.3.9 Arithmetical errors**

**F.3.9.1** Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.