

Munisipale Kantoor
 Privaatsak X12
VREDENBURG, 7380
 Tel. No.(022) 701-7113
 Faks No.(022) 715-1304



Municipal Offices
 Private Bag X12
VREDENBURG, 7380
 Tel. No.(022) 701-7113
 Fax No.(022) 715-1304

TENDER DOCUMENT

TENDER NUMBER	SBM 10/24/25
TENDER DESCRIPTION	CONSTRUCTION OF DIAZVILLE BEEHIVES ON ERVENS 4425 - 4429, SALDANHA FOR SALDANHA BAY MUNICIPALITY.
NAME OF TENDERER	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
CSD NUMBER	

SUBMISSION DETAILS:

ADDRESS	TENDER BOX, GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG		
CLOSING DATE	22 NOVEMBER 2024	CLOSING TIME	12H00

The document, fully completed in all respects, together with any returnable and additional, supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the project number and description and the closing date and time indicated on the envelope. The sealed envelopes must be inserted into the appropriate official tender box before the closing date and time.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Supply Chain Management

Contact Person: Rosaire Farmer
Tel: 022 701 6945
Email: rosaire.farmer@sbm.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:

Contact Person: Mark Lyners
Tel: 022 701 6819
Email: mark.lyners@sbm.gov.za

INSTRUCTION: HANDLING OF TENDER DOCUMENT

Tenders must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

It is compulsory to comply and sign below if the tenderer agrees to the requirements above.

I accept and approve all of the above.

SIGNATURE OF TENDERER

CHECKLIST

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified.

PLEASE TICK BOX ON THE LEFT ☒

- ☐ Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- ☐ Company registration forms.
- ☐ Certified copy of director/s municipal account/s.
- ☐ Registration with professional body (If applicable).
- ☐ Samples Provided (If applicable).
- ☐ All relevant sections complete and signed and all pages of tender document initialled by authorized signatory.
- ☐ Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization.
- ☐ Original or Originally Certified copy of a valid SANAS approved B-BBEE certificate or a valid B-BBEE affidavit.
- ☐ Proof for claiming points for locality as required in MBD 6.1.
- ☐ Tax-compliant status on CSD.

DECLARATION

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

Name: _____ Signature: _____

Capacity: _____

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PART A: INVITATION AND GENERAL INSTRUCTION**1. ADVERTISEMENT****SALDANHABAAI MUNISIPALITEIT****TENDER NOMMER: SBM 10/24/25****TENDER BESKRYWING: KONSTRUKSIE VAN DIAZVILLE BEEHIVES OP ERWE 4425-4429, SALDANHA VIR SALDANHABAAI MUNISIPALITEIT.**

Tender dokumente is beskikbaar om afgelaai te word op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik verkry word by Mev. Rosaire Farmer, Hoofstraat 15, Beleggingsentrum, Vredenburg vanaf **Maandag, 04 November 2024**.

Indien tenders verkry word, moet 'n nie-terugbetaalbare tender deposito van R278.00 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.

Navrae: Mark Lyners

E-pos: mark.lyners@sbm.gov.za

Tenders moet in die tenderbus by die Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word voor **12H00 op Vrydag, 22 November 2024** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie.

'n Verpligte inligtingsessie sal plaasvind by **Vioolstraat, Diazville, Saldanha** op **Maandag, 11 November 2024 stiptelik om 11H00. Geen gracie periode sal toegelaat word nie.**

Die 80/20 voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygings Beleid, R7/5-24, van 23 Mei 2024 sal in die beoordeling van hierdie tender gebruik word.

'n CIDB-gradering van **3 GB** word benodig vir hierdie projek. Heg asseblief 'n bewys van u gradering aan die tender dokument.

'n Geldige inkomstebelasting uitklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet tesame met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).

Mnr. H.F. Mettler
MUNISIPALE BESTUURDER
Saldanhabaai Munisipaliteit
Privaatsak X12
VREDENBURG
7380

SALDANHA BAY MUNICIPALITY**TENDER NUMBER: SBM 10/24/25****TENDER DESCRIPTION: CONSTRUCTION OF DIAZVILLE BEEHIVES ON ERVENS 4425 - 4429, SALDANHA FOR SALDANHA BAY MUNICIPALITY.**

Tender documents can be downloaded from the e-Tender publication portal at www.etenders.gov.za or alternatively can be collected from Mrs. Rosaire Farmer, 15 Main Road, Investment Centre, Vredenburg from **Monday, 04 November 2024**.

If tenders are collected, a non-refundable tender deposit of R 278.00 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.

Enquiries: Mark Lyners

Email: mark.lyners@sbm.gov.za

Tenders must be placed in the tender box at the Investment Centre, Ground Floor, 15 Main Road, Vredenburg, before **12H00 on Friday, 22 November 2024**, in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.

The tenders shall be opened in the public after the closing hour. Any or the lowest tender will not necessarily be accepted.

A compulsory briefing session will be held at **Viool Street, Diazville, Saldanha** on **Monday, 11 November 2024 at 11H00. No grace period will be allowed.**

The 80/20 preference point system as contained in the Preferential Procurement Policy, R7/5-24, of 23 May 2024 will be used in the adjudication of this tender.

A CIDB grading of **3 GB** is required this project. Please provide proof of the grading and attach it to the tender document.

A valid tax clearance certificate, from the South African Revenue Services, must be supplied with the tender document, and the tenderer must be tax-compliant on the Central Supplier Database (CSD).

Mr. H.F. Mettler
MUNICIPAL MANAGER
Saldanha Bay Municipality
Private Bag X 12
VREDENBURG
7380

2. INSTRUCTION TO TENDERER:

2.1 General and Special Conditions of Contract

The conditions of Tender are the Standard Conditions of Tender as contained in Annexure F Board Notice 136 of August 2019 edition of the CIDB Standard for Uniformity in Construction Procurement.

2.2 Acceptance or Rejection of a Tender

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

2.3 Validity Period

Bids shall remain valid for 90 (ninety) days after the tender closure date.

2.4 Cost of Tender Documents

Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into Saldanha Bay Municipality's bank account payable to the Saldanha Bay Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

2.5 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

2.6 Completion of Tender Documents

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialed by the authorised signatory and returned.
- b) Tender documents may not be retyped.
- c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.

- d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.
- e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.
- f) The bidder must verify regularly on E-tender and our website whether there are any addendums before submission and addendums must be submitted with the tender document.
- g) If a document is electronically completed, NO ALTERATIONS OR AMENDMENTS may be made to the content of the tender document. ALTERATIONS OR AMENDMENTS to the tender document will result in disqualification. Also note that the contract will be terminated in a case where it is detected after contract signing that the tender document was altered or amended. It thus remains the responsibility of the tenderer to ensure that the same document as was issued is submitted.

2.7 Compulsory Documentation

2.7.1 Income Tax Clearance Certificate

A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Supplier Database and are Tax compliant. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order or their tax pin.

2.7.2 Construction Industry Development Board (CIDB)

The bidder's registration and grading certificate with the CIDB must be included with the tender. Failure to do so will result in the disqualification of the tender.

2.7.3 Municipal Rates, Taxes and Charges

Business account: See MBD 6.1 and call office if any clarification is required (important for claiming preference points).

Director's accounts:

- a) A copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.
- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

2.8 Authorized Signatory

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

2.9 Site / Information Meetings

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.

2.10 Samples

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

2.11 Quantities of Specific Items

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

2.12 Submission of Tender

- a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be - placed in the **tender box at the Ground Floor in the Investment Centre, 15 Main Road, Vredenburg by not later than 12H00 on the specified closing date.**
- b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

2.13 Expenses Incurred in Preparation of Tender

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

2.14 Contact with Municipality after Tender Closure Date

- a) Bidders shall not contact the Saldanha Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.
- b) If a bidder wishes to bring additional information to the notice of the Saldanha Bay Municipality, it should do so in writing to the Saldanha Bay Municipality.

- c) Any effort by the firm to influence the Saldanha Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

2.15 Opening, Recording and Publications of Tenders Received

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- b) Details of tenders received in time will be published on the Municipality's website as well as recorded in a register which is open to public inspection.

2.16 Evaluation of Tenders

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

2.17 Supply Chain Management Policy and Regulations

Bids will be awarded in accordance with the PREFERENTIAL PROCUREMENT POLICY adopted by Council on R7/5-24, of 23 May 2024, as well as the Municipality's Supply Chain Management Policy.

- a) B-BBEE
- Original or originally certified B-BBEE certificate or Affidavit.
- b) Locality
- i) Where the tenderer is the owner of the property:
 - ii) The municipal account must be registered in the trading name of owner of the property, for example:
 - Partnership (Lead company according to agreement).
 - Joint Venture (Lead company according to agreements and where daily operations are done).
 - Close Corporation (name of the CC).
 - Public Company "Limited or Ltd" (name of the company).
 - Private company / Proprietary company / (Pty) Ltd (name of the company).
 - Non-Profit Company "NPC" (name of the company).
 - State Owned Company "SOC" (name of the SOC).
 - In the case of a One-person business / sole propriety the account must either be in the trading name or in the owner's name.
 - In the case of a Private Company (Pty) Ltd. (small businesses') which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.
- c) Where the tenderer is not the owner of the property:
- i) Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.
 - OR
- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - ✓ That the sole propriety is conducting business from the said address as indicated in the bid documents.
 - ✓ What are the conditions/agreement for conducting business from premises.
 - ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
 - ✓ The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.

NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

Note: Affidavits valid for a period of 3 months

- Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:
 - ✓ If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
 - ✓ The owner of the property must confirm the following:
 - ✓ That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
 - ✓ What are the conditions/agreement for conducting business from premises.
 - ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.
 - ✓ The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
 - ✓ If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).

- ✓ NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

- d) Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises:
 - i) If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
 - ii) In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 2.24.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD / CIPC, if necessary.

A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS ARE NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.

2.18 Contract

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. **The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.**

2.19 Language of Contract

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

2.20 Stamp and Other Duties

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

2.21 Wrong Information Furnished

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

2.22 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Rosaire Farmer, Tel: 022 701 6945 or e-mail rosaire.farmer@sbm.gov.za. Enquiries regarding the specifications may be addressed to Mark Lyners, Tel: 022 701 6819 or email at mark.lyners@sbm.gov.za.

1.2.24 Waste Management

All tenderers need to ensure correct waste provisions are in place during the project period, and that the construction area is cleaned of all waste after completion to ensure that the environment is not polluted in any way.

Waste should be disposed of at a registered Landfill Site or Municipal drop off facility, documented proof (safe disposal certificates) need to be submitted before final payment will be processed. Contractors should make use of skips or any other temporary containers to store their waste during the construction process to avoid windblown litter and to comply with Municipal Regulations. All technical departments/ project managers/ consultants appointed by Saldanha Bay Municipality should make waste management a compulsory item to discuss and monitor during construction meetings.

The Municipality will enforce penalties if adequate waste provisions are not in place during construction period or if waste is not disposed of in a legal manner during or after construction period, please refer to below sections of the Municipal By-laws:

Section 21 (1): Plans and inspections: "An owner or occupier or any person responsible for the submission of building plans for a new building or an alteration to an existing building must include therein the manner in which building waste will be handled."

Section 21 (2): "An authorised official of the Municipality must inspect and verify that the waste arrangements contemplated in subsection (1) were followed and all building waste disposed of as part of the final municipal sign-off of the building activities."

Section 22 (1): Generation and Storage: "Notwithstanding the waste arrangements contemplated in section 21, the owner or occupier of premises on which building waste is generated or the person engaged in any activity which causes such waste to be generated, must ensure that-

(a) All building waste and the containers used for the storage thereof is kept on the premises on which the building waste is generated;

(b) The premises on which the building waste is generated does not become unsightly or cause a nuisance as a result of accumulated building waste;

(c) Any building waste which is blown off the premises, is promptly retrieved.”

Section 22 (2): “Upon written request and subject to conditions as it may determine the municipality may approve the use of a bulk container placed on verge for a specified duration.”

Section 22 (3): “The Municipality may instruct an owner or occupier of premises on which building waste is generated or person engaged in any activity which causes such waste to be generated to make use of special containers to dispose of it and will determine a tariff for the use of such containers should these be provided by the Municipality.”

Section 23 (1): Removal and Disposal: “The owner or occupier of premises on which building waste is generated or the person engaged in any activity which causes such waste to be generated, must ensure that all building waste is removed and disposed of continuously during construction so as to prevent unnecessary accumulation of such waste.”

Section 23 (2): “Building waste must be disposed of at a waste handling or waste disposal facility determined by the Municipality.”

Please ensure compliance to all regulations and by-laws of Saldanha Bay Municipality.

2.23 Submission of Invoices:

Where the value of an intended contract will exceed R 1 000 000.00 (R1 million) it is the bidder's responsibility to be registered with the South African Revenue Services for VAT purposes in order to be able to issue tax invoices.

The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.

In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:

- **The words "TAX INVOICE" in a prominent place;**
- **Name, address and VAT registration number of the supplier;**
- **The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;**
- **The Saldanha Bay Municipality VAT registration number: 41001113150;**
- **Unique VAT invoice number and date of issue;**
- **Accurate description of goods and/or services;**
- **Quantity or volume of goods or services supplied; and**
- **Price and VAT amount and percentage (%).**

Failure to comply with abovementioned will result in payments not been made timeously.

Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers

I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company

PRINT NAME

SIGNATURE

DATE

PART B: COMPULSORY RETURNABLE DOCUMENTS (SCM RELATED)**3. MBD 1: INVITATION TO TENDER**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SALDANHA BAY MUNICIPALITY					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS OF BUSINESS					
STREET ADDRESS OF BUSINESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN		OR	CSD No	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT [TICK APPLICABLE BOX]	Yes	No	CONTRIBUTOR FACTOR (1 – 10)		
DOCUMENTS REQUIRED AS PRESCRIBED TO CLAIM PREFERENCE POINTS. IF DOCUMENTS ARE NOT PROVIDED AS REQUESTED 0 POINTS WILL BE ALLOCATED.					
ORIGINAL OR ORIGINAL CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCY OR EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF					
MUNICIPAL ACCOUNT OR LEASE AGREEMENT IN THE NAME OF THE BUSINESS OR AN AFFIDAVIT FROM THE OWNER OF THE PROPERTY WHERE OF BUSINESS					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (Provide proof)		ARE YOU A FOREIGN BASED SUPPLIERS FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (If yes, answer 3)	
CRS no	TOTAL BID PRICE (Brought forward)			R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	Finance		DEPARTMENT	Economic Development & Strategic Services	
CONTACT PERSON	Rosaire Farmer		CONTACT PERSON	Mark Lyners	
TELEPHONE NUMBER	022 701 6945		TELEPHONE NUMBER	022 701 6819	
E-MAIL ADDRESS	rosaire.farmer@sbm.gov.za		E-MAIL ADDRESS	mark.lyners@sbm.gov.za	

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE 80/20 PREFERENCE POINT SYSTEM AS CONTAINED IN THE PREFERENTIAL PROCUREMENT POLICY, R7/5-24, OF 23 MAY 2024, WILL BE USED IN THE ADJUDICATION OF THIS TENDER.

2. TAX COMPLIANCE REQUIREMENTS

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

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--------|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | YES/NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | YES/NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | YES/NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | YES/NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | YES/NO |

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

THE MUNICIPALITY RESERVES THE RIGHT TO ACCEPT ALL, SOME, OR NONE OF THE BIDS SUBMITTED EITHER WHOLLY OR IN PART — AND IT IS NOT OBLIGATED TO ACCEPT THE LOWEST BID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

4. MBD 4: DECLARATION OF INTEREST

DECLARATION OF INTEREST												
1.	No bid will be accepted from persons in the service of the state*.											
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in 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.											
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.											
3.1.	Full Name of bidder or his / her representative:											
3.2.	Identity number:											
3.3.	Position occupied in the Company (director, trustee, shareholder ²)											
3.4.	Company Registration Number:											
3.5.	Tax Reference Number:											
3.6.	VAT Registration Number:											
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.											
3.8.	Are you presently in the service of the state*											YES / NO
3.8.1.	If yes, furnish particulars.											
3.9.	Have you been in the service of the state for the past twelve months?											YES / NO
3.9.1.	If so, furnish particulars.											
3.10.	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?											YES / NO

3.10.1.	If so, state particulars.		
3.11.	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO	
3.11.1.	If so, state particulars.		
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.12.1.	If so, state particulars.		
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO	
3.13.1.	If so, furnish particulars.		
3.14.	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO	
3.14.1.	If so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		
COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number

CERTIFICATION

I 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.

NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	

¹MSCM Regulations: "in the service of the state" means to be -

- | | |
|-----------|---|
| a) | a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the National Assembly or the National Council of Provinces; |
| b) | a member of the board of directors of any municipal entity; |
| c) | an official or any Municipality or municipal entity; |
| d) | an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); |
| e) | a member of the accounting authority of any national or provincial entity; or |
| f) | an employee of Parliament or a provincial legislature. |

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.

5. MBD 6.1 (PREFERENCE POINTS CLAIM FORM)**MBD 6.1 (PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM)**

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL.

1. GENERAL CONDITIONS**1.1 The following preference point system is applicable to invitations to tender:**

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)

1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- a) Price; and
- b) Specific Goals (B-BBEE status level contribution and Locality).

1.3 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20 (10 BBEE and 10 Locality)
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.**1.4.1 B-BBEE**

Failure on the part of a tenderer to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS), or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.4.2 LOCALITY

Failure on the part of tenderer to submit the following:

- where the tenderer is the owner of the property / business:
 - municipal account registered in the name of the tenderer not older than 3 months;
- where the tenderer is not the owner of the property / business:
 - a valid lease agreement; or
 - affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost not older than 3 months.
- where the tenderer submitted incorrect or outdated information (account, lease agreement or affidavit) or none of the above, it will be interpreted to mean that preference points for Locality are not claimed.

NOTE: SEE INSTRUCTION TO TENDER (PARAGRAPH 2.17) ON COMPLETE DOCUMENTS THAT MUST BE SUBMITTED.

- 1.5** The municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the municipality.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (e) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**3.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS**

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

4.1 POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

5. POINTS AWARDED FOR SPECIFIC GOALS

In terms of the Preferential Procurement policy of Council section 5(2) and 7(2), preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 and 2 below as may be supported by proof/ documentation stated in the conditions of this tender:

5.1 B-BBEE

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

5.2 LOCALITY

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Saldanha Bay Municipality	10
Within the boundaries of the West Coast District	5
Within the boundaries of the Western Cape	2
Outside the boundaries of the Western Cape or failure to provide proof	0

6. DECLARATION

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

6.1 B-BEE-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

B-BBEE Status Level of Contribution: _____ (maximum of 10 points)

6.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2

LOCALITY: _____ (maximum of 10 points)

7. DECLARATION WITH REGARD TO COMPANY / FIRM**7.1** Name of company / firm: _____**7.2** Company registration number: _____**7.3** VAT registration number: _____**7.4** Type of company / firm:

- ☐ Partnership / Joint Venture / Consortium
- ☐ One-person business / sole propriety
- ☐ Close Corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

7.5 MUNICIPAL INFORMATION

Municipality where business is situated: _____

Street address of business:

Registered municipal account number: _____

7.6 I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

6. MBD 8: BIDDER'S PAST PRACTICES

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? (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).	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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, 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).	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:		
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 Tenderer

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

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

☐

No

☐

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 12 Directors, a schedule with addresses must also be attached to the tender document.

Director 1 Address:

Mr. / Mrs

Director 2 Address:

Mr. / Mrs

Director 3 Address:

Mr. / Mrs

Director 4 Address:

Mr. / Mrs

Director 5 Address:

Mr. / Mrs

Director 6 Address:

Mr. / Mrs

Director 7 Address:

Mr. / Mrs

Director 8 Address:

Mr. / Mrs

Director 9 Address:

Mr. / Mrs

Director 10 Address:

Mr. / Mrs

Director 11 Address:

Mr. / Mrs

Director 12 Address:

Mr. / Mrs

Attach page if space insufficient.

7. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a) take all reasonable steps to prevent such abuse;
 - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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 consortium³ 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. 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.

11. 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.

12. 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.

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

8. CENTRAL SUPPLIER DATABASE (CSD)

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.

All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.

Enquiries can be made to Mr. S. Arendse at 022 701 6940.

CSD registration number (if registered):

PART C: CONDITIONS OF CONTRACT**9. STANDARD CONDITIONS OF TENDER**

As published in Annexure F of the CIDB Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of August 2019

F.1 General**F.1.1 Actions**

F1.1.1 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, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note

- 1) A conflict of interest may arise due to a conflict of roles, which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
- 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty, which would in any way, affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

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

Add the following:

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 of tender, the following definitions apply:

- a) conflict of interest means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) 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;
- d) 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;
- e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) functionality means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

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 readily read, copied and recorded. Communications 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 Cancellation and Re-Invitation of Tenders

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated.

The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 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.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, 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 complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

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

Do 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.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture 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 legibly in non-erasable 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.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

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. Accept that proof of posting shall not be accepted as proof of delivery.

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 with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

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 and policies

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 requests from the tenderer**

F.3.1.1 Unless otherwise stated in the tender Data, 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.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

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 three 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 and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion 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 functionality 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 functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

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) significantly 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, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

a) Where there is a discrepancy between the amounts in words and amounts in figures,

the amount in words shall govern.

b) If bills of quantities or pricing schedules 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.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.

- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million.

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tender (including price quotation) with a rand value equal to, or above R30 000 and up to Rand value of R50 000 000 (all applicable taxes included):

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

- 4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- 4) (b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- 4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- 4) (e) Subject to paragraph 4.3.8 of "Standard for Uniformity in Procurement, July 2015", the contract must be awarded to the tender who scores the highest total number of points.

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R50 million

- 5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 000 000 (all applicable taxes included):

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

P_s = Points scored for comparative price of tender or offer under consideration;

Pt = Comparative price of tender or offer under consideration; and

Pmin = Comparative price of lowest acceptable tender or offer.

- 5) (b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).

- 5) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(a) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).

- 5) (e) Subject to paragraph 4.3.8 of "Standard for Uniformity in Procurement, July 2015", the contract must be awarded to the tender who scores the highest total number of points.

F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$NFO = W1 \times A$$

Where:

NFO = the number of tender evaluation points awarded for price.

W1 = the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A = a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1a		Option 2 a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$		$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$		$A = P_m / P$
	<p>P_m = is the comparative offer of the most favourable comparative offer.</p> <p>P = is the comparative offer of the tender offer under consideration.</p>			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

Where:

- SO = the score for quality allocated to the submission under consideration;
- MS = the maximum possible score for quality in respect of a submission; and
- W2 = the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,

- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F3.19 Transparency in the procurement process

F3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i-Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis, which contains the following information:

Procurement planning process

Procurement method and evaluation process

Contract type

Contract status

Number of firms tendering

Cost estimate

Contract title

Contract firm(s)

Contract price

Contract scope of work

Contract start date and duration

Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

10. SPECIAL CONDITIONS OF CONTRACT

1. It is Compulsory to Comply to all requirements and submission of attachments. All proof of technical compliance and technical documentation as requested in the detailed general specifications must be submitted with the tender document at the closing date. Failure to submit all technical documentation as per the general specifications at the closing date will render your bid non-responsive.

2. Local Labour

2.1 Provision of a Temporary Workforce

The contractor shall have regard for the stipulation laid down for all Labour intensive tasks that he employs labour from the local community through the Labour Desk that has been established for this purpose. The relevant Ward Councilor(s) and/or Community Liaison Officer(s) shall be consulted during the process of the appointing local labour.

2.2 The labour desk shall assist in identifying available local labour and, where available, semi-skilled labour as well as local sub-contractors. The Labour desk shall also assist the advice regarding conditions of employment, minimum wages, disputes and disciplinary procedures.

2.3 The workforce that is employed on site shall consist of local residents where applicable, except for approved key staff

2.4 The Occupational Health and Safety Act must be adhered to with reference to the safety of any employee irrespective of whether such employee is employed by the Contractor or by a local sub-contractor. Furthermore, a contract of employment must be signed between the Contractor and each of his employees and sub-contractors and between such sub-contractors, and each of the sub-contractor's employees with clear reference to the following conditions:

- (i) The minimum agreed wage rate per hour or per day
- (ii) The agreed pay rate per unit of production where applicable
- (iii) UIF and WCA payments
- (iv) Minimum working hours per day
- (v) Start and end times of a daily shift
- (vi) Lunch break
- (vii) Company Policy regarding the following

- (viii) Rain time
- (ix) No work no pay, sick, absent
- (x) Disciplinary and Grievance policies
- (xi) Method of payment
- (xii) Workers clothing and safety equipment to be issued

11. AUTHORITY TO SIGN BID

TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)

Company (Pty) Ltd. & Ltd.	Please complete section 1 below	
Close Corporation (CC)	Please complete section 2 below	
Sole Proprietor	Please complete section 3 below	
Partnership	Please complete section 4 below	
Consortium, Club, Trust, etc.	Please complete section 5 below	
Joint Venture	Please complete section 6 below	

1. COMPANIES - (PTY) LTD. & LTD.

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s)			
Is a copy of the resolution attached?	YES		NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

2. CLOSE CORPORATION (CC)

2.1. In the case of a **CLOSE CORPORATION (CC)** submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

2.2. A valid resolution must be signed by:

2.2.1. Majority members; or

2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or

2.2.3. Company Secretary.

PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION

Date resolution was taken			
Resolution signed by (name and surname)			
Capacity			
Name and surname of delegated authorised signatory			
Capacity			
Specimen signature			
Full name and surname of ALL director(s) / member (s)			
Is a copy of the resolution attached?	YES		NO

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON

I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____.

OR

I, _____, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

SIGNATURE:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

4. PARTNERSHIP

We, the undersigned partners in the business trading as

hereby authorize Mr / Ms _____

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner			Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

5. CONSORTIUM / CLUB / TRUST / ETC.

We, the undersigned consortium partners, hereby authorize _____

(Name of entity) to act as lead consortium partner and further authorize

Mr / Ms _____

to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and must be signed by each member:

Full Name of consortium member	Role of consortium member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

6. JOINT VENTURE

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms _____ authorized signatory of the Company / Close Corporation / Partnership (name) _____, acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

2. 2nd PARTNER

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

3. 3rd PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

4. 4th PARTNER

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

12. CONTRACT FORM: PURCHASE OF GOODS/WORKS/SERVICES
(MBD7)

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS. NOTE: THIS FORM WILL ONLY BE SIGNED BY THE PURCHASER AFTER AWARD AND APPEAL/S HAVE BEEN DEALT WITH.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works or to render services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number **SBM 10/24/25** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims in terms of the Preferential Procurement Policy adopted by Council on R7/5-24, of 23 May 2024;
 - Declaration of interest;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify).
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:.....

PURCHASE OF GOODS/WORKS/SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I in my capacity as
accept your bid under reference number **SBM 10/24/25** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note (goods or works) or after receipt of an invoice (services).

TO BE COMPLETED: GOODS / WORKS

ITEM NO.	PRICE (VAT INCL)	BRAND	DELIVERY PERIOD	POINTS CLAIMED FOR HDI'S (BEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

OR

TO BE COMPLETED: SERVICES

DESCRIPTION OF SERVICE	PRICE (VAT INCL)	COMPLETION DATE	POINTS CLAIMED FOR HDI'S (BEE)	POINTS CLAIMED FOR RDP GOALS (Locality)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

WITNESSES

1.

2.

DATE

PART D: SPECIFICATIONS

13. SPECIFICATIONS

PART A GENERAL AND SPECIAL CONDITIONS OF CONTRACT

Project Specification

Construction of Diazville Beehives on ervens 4425 - 4429, Saldanha For Saldanha Bay Municipality.

1. Scope of Work:

The works proposed under this contract requires the construction of Diazville Beehives on ervens 4425 - 4429 in Saldanha for Saldanha Bay Municipality. The scope of the work to be carried out by the Contractor shall include, but not be limited to, the following items of work as indicated on the attached drawings/specifications:

- Contractor's site establishment and de-establishment;
- Setting out of the works;
- Building work;
- Plastering;
- Plumbing Installation;
- Aluminium Installation
- Metalwork;
- Electricity,
- Painting,
- Fencing,
- etc.

2. Site Location

The site is situated on ervens 4425 - 4429 in Viool street, Diazville, Saldanha.

3. Contract/Tender Documents

The tenderers are required to acquaint themselves with the contents of the aforesaid documents complete the Bill of Quantities and all relevant sections in full.

This specification comprises parts with headings as indicated:-

PART A - General & Special conditions	Pages 65-76
PART B - Particular Specification	Pages 77-82
Occupational Health and Safety Act (85/1993)	See clause 17 Part A & SHEQ Specifications
Drawings:	
Construction of Diazville Beehives	

The tenderers are required to check the number of pages and should any be found to be missing or in duplicate or the figures or writing to be indistinct or should there be any doubt or obscurity as to the meaning of any particular word or phrase or descriptions or should tenderers consider that any item is incorrectly or inadequately described they must inform the Project Manager, Private Bag X12, Vredenburg at once in writing under reference and have the matter rectified or explained as the case may be as no liability whatsoever will be admitted by Saldanha Bay Municipality in respect of errors in the tender due to the foregoing.

No alterations, erasures or additions of any kind shall be made by the tenderers in, from or to any part of this specification unless expressly required to be made by written notice and should any unauthorized alterations, erasures or additions be made they will not be recognized by Saldanha Bay Municipality.

4. Site Establishment & Security of the Site

A suitable area will be made available free of charge to the Contractor, as will be needed for the storage of materials to carry out the contract work. The area will be indicated at the site inspection. No liability will however be accepted by Saldanha Bay Municipality for the safekeeping of the Contractor's materials and he will be totally responsible for this. The Contractor shall provide after-hours security and over week-ends.

The Contractor shall make his own arrangements for the accommodation of all labour and comply with the requirements of the respective authorities.

No accommodation for the Contractor's and/or sub-contractor's employees will be available on site. No employee, with the exception of security watchmen may without written approval from the Project Manager and the Municipality, be accommodated on site.

Control of access for construction plant onto public roads shall be in accordance with the requirements of the relevant roads authority and Saldanha Bay Municipality.

5. Time to Complete the Work

The tenderer shall indicate in the Tender the time he will require to complete the work (maintenance period of 2 years excluded – see Clause 6), however, this time should not exceed sixteen (16) weeks.

This period shall be inclusive of weekends, public holidays, and statutory holiday periods and will start and run concurrently.

Failing completion of the work within the period as stipulated above or with any shorter period offered by the contenders and accepted by Saldanha Bay Municipality, the contractor shall pay to Saldanha Bay Municipality as penalty the sum of R 1000.00 (One Thousand Rand) for every day or part thereof during which the works remain incomplete.

Furthermore, if the contractor fails to repair any remedial work during the maintenance period, the contractor shall, besides not being paid, as per the rate in the Bill of Quantities, be subject to the same penalties as above. These penalties shall be imposed after 10 days notification of the fault and will continue until made good. (See clause 6)

6. Guarantee

All workmanship and material shall be guaranteed for a minimum period of 2 years, from the date of completion of work, and this will include maintenance work as required by the contractor, as and when necessary.

7. Setting Out of the Work

The boundary of the site (which line determines the position/location of the building/alterations) will be pointed out by Project Manager.

The Contractor will be responsible for setting out the works in the appointed location(s).

Before any construction work can commence the Project Manager must approve in writing that the facility to be installed/constructed is at the correct alignment. The Project Manager must be notified within one day after the completion of all setting out of the work in order for him to arrange a timeous inspection. No additional time can be claimed by the Contractor if written approval to proceed with the work is obtained from the Project Manager within three days after notification.

8. Inspection of the Works

- 8.1 No work shall be covered up or put out of view without the approval of the Project Manager. The Contractor shall afford full opportunity for the Project Manager to examine and measure any work, which is about to be covered up or put out of view and to examine/test the layers before the final layer work is placed thereon.

The Contractor shall give due notice to the Project Manager whenever any work that is ready or about to be ready for examination. The Project Manager shall, without unreasonable delay, examine and or measure such work as required.

- 8.2 The Contractor shall uncover any part or parts of the work or make openings in or through the same as the Project Manager may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Project Manager. This is if any such part or parts have been covered up or put out of view because of non- compliance with the requirements of Sub-Clause 8.1.

- 8.3 Site records: (Belongs to Saldanha Bay Municipality)

8.3.1 Site Diary

The Contractor shall provide a diary, in triplicate to record all day-to-day incidents that could occur during the contract period. This includes weather, name & number of workers on the site, material that has been delivered, material that has been loaded and disposed of, incidents that have occurred, nature of work to be done on that day, etc.

8.3.2 Site Instruction Book

The Contractor shall provide a site instruction book, in triplicate for the Project Manager to place all instructions that are needed to compliment the specifications and drawings and any other instruction that may affect the cost of the work.

No work will be recognized for additional payment unless it has been recorded and signed in the aforesaid book by the Project Manager.

8.3.3 Program & Planning of the work

The Contractor shall submit his detailed construction program within seven (7) days of award of this Contract. This shall include all Sub Contractor activities. The program is subject to the Project Manager's acceptance and will apply for the duration of the Contract, unless changes are approved by the Project Manager.

The Contractor shall take all aspects regarding the conditions on site, access, transportation, restricted working space, the availability of material, machines, labour and the program of the other Contractors into account when compiling his detailed construction program.

Activity program

Tenderers shall submit a proposed activity program, in the form of a Gantt chart, which will reflect the various contract activities with the durations for the various specified activities. The anticipated monthly cash flow for the contract period shall be provided.

Methods and Procedures

The Contractor shall submit with his tender a complete method statement for the proposed work to be done.

8.3.4 Measuring Book

A measuring book to record all measurement and to measure for payment must be provided by the contractor. The book shall be similar to that of the site instruction book.

8.3.5 Cash flow

Payment will be made monthly and to assist Saldanha Bay Municipality an estimate of how the contractor foresees the work will pan out, an estimate of the proposed payments needs to be provided.

9. Water Supply

Water shall be metered, and the cost of the metered water shall be borne by the Contractor as well as all charges as entertained by Saldanha Bay Municipality. The Contractor must supply all connections, hoses, etc., as required.

10. Electricity Supply

Electricity will not be made available to the Contractor; Contractor to provide his/her own electricity and shall comply with the Electrical regulations.

11. Ablutions

The Contractor to provide and maintain his/her own ablution/latrine facilities for the total duration of the project.

12. Materials Found on Site

The Contractor shall not use any materials, other than the material for the works, found on the site without the prior written consent of the Project Manager. No material that is lying on the site (other than that from this contract) or on Saldanha Bay Municipality's property may be removed, even if deemed as scrap, by the contractor.

13. Clearing of Site

The Contractor shall provide for cleaning up and sorting all rubbish and debris of whatever kind, generated from the work, throughout the duration of the contract. Upon completion the Contractor shall clear and remove all rubbish, unused construction material, plant and debris and leave the site and the whole of the works clean and tidy to the satisfaction of the Project Manager. Furthermore the waste shall be dumped on an approved site.

14. Working Outside Normal Working Hours

Normal working hours are between 08:00 and 16:30 Mondays to Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Saldanha Bay Municipality will not unreasonably withhold permission.

15. Escalation

This contract does not make provision for compensation in respect of increased costs. The tenderers must allow in his fixed price for any increased costs, which he may encounter during the contract period or such extended period as agreed upon by both parties.

16. Retention

The limit of retention money is 10%

Interim payments to the Contractor shall be subject to retention by the Employer of an amount of 10% of the said amounts due to the Contractor. A guarantee in lieu of retention is not permitted.

17. Safety Precautions and Insurance

The Contractor shall take adequate precautions against damage to existing assets and injury to persons, during the course of the work.

The Contractor will be responsible for the repairs and the costs incurred in effecting such repairs to or any damage caused to Saldanha Bay Municipality's property or others' property by the Contractor's staff during transporting, off-loading and carrying out of the required work. The Project Manager will provide information regarding the location of existing services, but the Project Manager does not accept responsibility for the accuracy of this information. The Contractor shall make further investigations to determine the exact locality, size and depth of existing services before commencing any work to ensure that no damage is done to any service(s).

The Contractor shall take all reasonable precautions to protect existing services during construction and during relocation of such service(s).

Any pipe, cable, conduit or other services of any nature whatsoever indicated to the Contractor and subsequently damaged as a result of the Contractor's operations shall be repaired and reinstated forthwith by the Contractor or by the Authority concerned, all at the expense of the Contractor and to the satisfaction of the Project Manager.

Whenever services are encountered which interfere with the execution of the Works and which are required to be moved and relocated, the Contractor shall advise the Project Manager who will determine the extent of the work, if any, to be undertaken by the Contractor in removing relocating, and reinstating such services.

Any work required to be undertaken by the Contractor in the moving and relocation of services for which no provision is made in the contract documents, or for which no applicable tender rates exists, will be priced and paid for as per agreed schedule of rates and instructed in the instruction book.

The Contractor shall work in close co-operation with private owners or public authorities controlling those services which have to be protected, removed or relocated. No undertaking can be given as to the exact time of commencement or of completion of the relocation, removal or protection of services which have to be carried out by the owner or controlling authorities themselves. The Contractor is to make allowance in his program for this contingency.

Where services have to be removed or relocated or protected the Project Manager will at the request of the Contractor, notify or negotiate with the owner or authorities controlling those services, but the Project Manager or Employer does not accept liability for any costs resulting from delays in the relocation, removal or protection of any service, or delays as a result of delays in negotiations.

17.1 Damage to Saldanha Bay Municipality's Assets and Liability

Saldanha Bay Municipality will not provide any insurance.

17.2 Act 85

-The contractor shall comply with the Occupational Health & Safety Act, 1993 (Act 85 of 1993). The SHER Specification must be adhered to.

17.3 Environment

The Contractor shall, at all times, comply with the statutes that prohibit pollution of any kind. These statutes are enacted in the following legislation;-

- The National Environmental Management Act, 107/1998;
- The Environmental Conservation Act, 73/1989; and
- The National Water Act, 36/1998.

The Contractor shall appoint a responsible person to ensure that no incident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractors cost.

TRAFFIC CONTROL

It is a condition of this contract that traffic is accommodated taking into account the provisions of the latest edition of the SADC-RTSM.

The Contractor shall make provision for all the necessary road-works, signs and flagmen so as to render the construction site safe to traffic at all times. This must be included in the tendered rates.

The safety of the travelling public is of utmost importance and every effort shall be made to ensure that all warning signs, barricades, flagmen and speed controls are maintained and effective and that courtesy is extended to the public at all times. Sufficient warning and protection must be provided for pedestrians at all times at the site of construction.

A Traffic Management Plan to be submitted for approval a minimum of 2 working days prior to commencement of work.

EXCAVATED SPOIL

Where reference is made to removing and spoiling of material, the rate shall include the removal and spoil of material immediately on completion of the work.

The Contractor shall make use of the existing municipal road infrastructure to transport the material to licensed landfill sites.

ENVIRONMENTAL MANAGEMENT

The Contractor shall ensure compliance with all current environmental legislation applicable to the Works and the site.

The Contractor shall not allow any pollution like oil, diesel, petrol, weed killers or any other chemicals to access watercourses or infiltrate groundwater systems.

Any spillage caused by the Contractor's activities on any of the roads that he uses during the contract period shall be cleaned by the contractor immediately.

SITE SAFETY

The Contractor shall comply with all statutory requirements with regard to safety precautions during all activities, including but not limited to the Occupational Health and Safety Act, Act no 85 of 1993, and the Construction Regulations of 2014.

Legal Requirements

All Contractors entering into a Contract with Saldanha Bay Municipality, shall, as a minimum, comply with the:

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of Occupational Health Safety Act shall be available on site at all times.
- Compensation for Occupational injuries & Diseases Act (Act 130 of 1993).

The principle Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation insurer before being awarded the

- Contract. A current, up-to-date copy of the Compensation for Occupational Injury and Diseases Act (COIDA) shall be available on site at all times.
- Compliance to Construction regulations 2014

Structure and Responsibilities

Overall Supervision and Responsibility for Occupational Health and Safety

- The Client (Saldanha Bay Municipality) is to ensure that the Contractor, appointed in terms of Construction Regulation 5(1) (k), implements and maintains the agreed and approved Occupational Health & Safety Plan.
- The Chief Executive Officer of the Contractor, in terms of Section 16(1) of the Act, is to ensure that the Employer (as defined in the Act) complies with the Act.
- It is a requirement that the Contractor, when he appoints Sub-Contractors in term of Construction Regulations 7(1) (c) includes an Occupational Health & Safety Act Section 37(2) agreement ("Agreement with Mandatory") in his agreement with the Sub-Contractors.
- The Contractor must have an Occupational Health & Safety Act (85 / 1993), Section 16(2) appointee.
- The municipality must ensure that the contractor appoints a Construction Supervisor and Assistant Construction Supervisor in terms of Construction Regulation 8.

NB. The contractor will appoint a safety officer for this project. Important is that the safety officer must be registered or be in the process of registration with the SACPAMP South African Construction Professional body (or as called SACMCMP).

Proof of registration must be submitted the Project Manager or SHER Manager of Saldanha Bay Municipality as the Client.

Further (Specific) Supervision Responsibilities for Occupational Health & Safety

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulation. The appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees and be available in the safety file on site.

Important: No contractor will be allowed to commence work at any construction site before the Site Access Certificate has been approved by the Project Manager and SBM SHER Manager.

Administrative Controls and the Occupational Health & Safety File which has to be approved by the SHER office before the project comments,

The Occupational Health & Safety File

As required by Construction Regulation 7(1) (b), the Contractor and other Contractors will each keep an updated Occupational Health & Safety File on site containing the following documents as a minimum:

- Notification of Construction Work (Construction Regulations 4) (Annexure 2).
- Copy of Occupational Health & Safety Act (updated) (Gen Administrative Regulation 4).
- Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g)).
- Copies of Occupational Health & Safety Committee and other relevant Minutes
- Designs/drawings (Construction Regulation 7(1) (e)).

- A list of Contractors including copies of the agreements between the parties (Section 37(2) agreement in terms of the OHS act) and the type of work being done by each Contractor (Construction Regulation 9).
- Appointment/Designation forms (For example H&S rep, first aider etc.).
- Electrical Installations, -Equipment & -Appliances including temporary certificate of compliance.
- Valid Medical Certificated of Fitness (Construction Regulation 7 (1)).

Notification of Construction Work

The Contractor shall, where the Contract meets the requirements laid down in Construction Regulation 4, notify the Department of Labour within 7 days of the intention to carry out construction work. A copy must be held on the Occupational Health & Safety File.

Training, Awareness and Competence***General Induction Training***

All persons on site are to attend a general induction session presented by the Contractor. All persons on the site shall be in possession of documentation/proof that they have undergone General Induction training.

The Contractor will be required to develop project specific induction training based on the Risk Assessments for the Contract work and train all employees and other Contractors and their employees in this.

Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment (for example overhead cranes) shall be in possession of documentation proving that they have undergone training to operate said vehicles, plant and equipment. All employees in jobs requiring training in terms of the Act and Regulations shall be in possession of valid proof of training as required.

Competence

The Contractor shall ensure that all appointed staffs is competent and that all training required to do the work safely and without risk to health, has been completed before work commences. The Contractor shall ensure that follow-up and refresher training is conducted as the contract work progresses and the work situation change. Records of all training shall be kept on the Health & Safety file for auditing purposes.

Safety officer appointed for the project must be registered with SACPCMP and proof must be presented to the Client before commencing of project

Consultation, Communication and Liaison

Occupation Health & Safety Liaison between the Client, Principal Contractor, other Contractors, Designer and other concerned parties will be through the Client/Project Manager or the representative assigned by the Client.

In addition to the above, communication may be directly with the Client or his appointed Agent, verbally or in writing, as and when the need arises. The Principle Contractor will be required to do Site Safety Audits with the Client/Project Manager on a basis to be determined between the two parties.

All the results of the abovementioned inspections shall be in writing, reviewed, endorsed and placed on the Occupational Health & Safety File.

Incident Reporting and Investigation

Reporting of Accidents and Incidents

The Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- Dies
- Becomes unconscious
- Loses a limb or part of a limb

Is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed to the Client within two days and to the Provincial Director of the Department of Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect.

Accident and Incident investigation

The Contractor is responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic and the results of the investigation shall be entered into the Accident/Incident Register. The Contractor is responsible for the investigation of all minor, non-injury incidents and near misses. Saldanha Bay Municipality reserves the right to hold its own investigation into an incident or call for an independent external investigation.

The Contractor is required to provide the Client with copies of all internal and external accident/incident investigation as well as all statutory reports required in terms of the Act within 7 days of the incident occurring.

Operational Control

Emergency Preparedness, Contingency Planning and Response

The Contractor shall appoint a competent person to act as Emergency Coordinator. The Contractor shall conduct an emergency identification exercise and establish what emergencies could possibly develop. He/she must then develop detailed contingency plans and emergency procedures.

First Aid

The Contractor shall provide relevant First Aid equipment and have qualified First Aider/s on site as required by General Safety Regulation 3 of the Occupation Health & Safety Act Security

The Contractor shall develop, implement and maintain Security- and Site Access Control rules and procedures throughout the construction period. Access control shall include the rule that non-employees will not be allowed on site unaccompanied.

Fall Protection (Working in Elevated Positions)

Any work undertaken at height above ground level higher than two metres or any floor level will be classified as "Work in Elevated Positions" and a pre-emptive Risk Assessment shall be carried out. Workers working in elevated positions shall be trained to do this safely, without risk and compliant with legislation.

Scaffolding

Detailed consideration shall be given to all scaffolding to ensure that it is properly planned to meet the working requirements. Scaffolding may only be erected, altered or dismantled by a person who has adequate training and experience in this type of work or under the supervision of such a person (Proof of competence to be put on the OHS File).

Construction Vehicles & Mobile Plant (CV&MP)

All Construction Vehicles and Mobile Plant shall be inspected by the Contractor prior to being allowed on a project site and suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the Occupational Health & Safety Act and Regulations.

No unauthorized persons are to be allowed to drive CV&MP. Operators/driver of CV&MP shall be competent to operate the equipment safely and be in possession of a valid medical certificate issued by an Occupational Medicine Practitioner testifying that the holder is physically and psychologically fit to operate the equipment.

Electrical Installations

Temporary electrical installations shall be carried out by competent persons and controlled by a competent person that has been appointed to do so in writing, in accordance with Construction Regulation 24 and the Electrical Installation Regulations. Temporary electrical installations shall be inspected at least once per week by a competent person and a record of the inspections kept in the Occupational Health & Safety File.

The Contractor shall ensure that:

Existing electrical services are located and marked before construction commences and during the progress thereof. Where this is not possible, workers with jackhammers etc. are to be protected against electric shock by the use of suitable protective equipment like insulated handles, rubber mats etc.

Electrical installations and –machinery are sufficiently robust to withstand working conditions on site.

All electrical machinery used on site are inspected before start-up on a daily basis by a competent person and that a record of the inspection is kept in the Occupational Health & Safety File.

An electrical and mechanical lock-out procedure for the construction site shall be developed by the Principle Contractor and submitted for approval by the Project Manager before construction commences. This lock-out procedure shall be adhered to by all Contractors on site.

Housekeeping

A contractor must, in addition to compliance with the Environmental Regulations for Workplaces, 1987, promulgated by Government Notice No. R. 2281 of 16 October 1987. Ensure that suitable housekeeping is continuously implemented on each construction site, including-

- The proper storage of materials and equipment;
- The removal of scrap, waste and debris at appropriate intervals;
- Ensuring that materials required for use, are not placed on the site so as to obstruct means of access to and egress from workplaces and passageways;
- Ensuring that waste and debris are not disposed of from a high place with a chute, unless the chute complies with the requirements set out in regulation 14 (6);
- Ensuring that a catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under or fencing off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of danger or possibility of persons being struck by falling objects.

Personal & Other Protective Equipment

The Contractor shall identify the hazards. Engineering- and other solutions to mitigate the hazard(s) should be attempted before the issue of personal protective equipment (PPE) is considered. The Contractor is required to inform employees of health and safety hazards and issue them with suitable equipment to protect them from these hazards. It is a further requirement that the Contractor maintains the equipment and instructs and train employees in the use of the equipment. Employees do not have the right to refuse to use/wear safety equipment.

Medical Certificate of Fitness

The Principle Contractor must ensure that all his/her employees have a Valid Medical Certificate of Fitness issued by an Occupational Health Practitioner.

Public Health & Safety

The Contractor is responsible for ensuring that non-employees affected by the construction work, like visitors, the surrounding community and passers-by, are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimize these dangers. Appropriate signage must be posted to this effect and all employees on site shall be instructed to ensure that non-employees are protected at all times. All non-employees on site shall be instructed to ensure that non-employees are protected at all times. All non-employees entering the site must receive induction into the hazards and risks and the control measures.

Appendix:

Annexure 2 – Notification of Construction work

Annexure 3 – Medical Certificate of Fitness

The contractor before doing any work onsite must consult municipal Health and Safety representative to arrange for induction process;

Details of the Municipal Safety Representatives: Mr. Edward Makok @ 073 339 4014.

PART B - DETAILED SPECIFICATIONS AND COMPLIANCE STATEMENTS

Detailed specification:

Construction of Diazville Beehives on ervens 4425 - 4429, Saldanha for Saldanha Bay Municipality.

NOTE:

1. For further descriptions of materials to be used and methods to be adopted, the Contractor is referred to the various Codes and Standards, where relevant, and this shall be deemed to form part of the descriptions of any items in the following Specification. Except where any specification provision in a description in this specification is at variance with the above, in which case the specific provision is this Specification description shall apply.
2. **Where trade names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on that particular product specified (i.e. Contractors are required to price the provided bill of quantities). No alterations, erasures or additions of any kind shall be made by Tenderers in, from or to any part of this document , unless expressly required to be made by written notice and should any unauthorized alterations, erasure or addition be made they will not be recognized by Saldanha Bay Municipality.**

Tenderers are however welcome to propose alternative material(s)/design other than what is specified. Alternatives will be considered separately, and should thus be priced separately and all supporting documentation (i.e. data sheets, certifications, etc.) be submitted with the tender. When doing so it must be:

- **Priced separately; and**
- **A comprehensive data sheet of the proposed alternative should be provided to confirm its suitability as a like alternative.**

Where such written authority is given by Saldanha Bay Municipality at the request of the Contractor, for the Contractor's convenience, all additional costs involved will be done for the Contractor's account. In the event of a less expensive product or design being used, a variation order reflecting the saving in cost will be issued.

1. Scope of Work:

The works proposed under this contract requires the construction of Diazville Beehives on ervens 4425 - 4429 in Saldanha for Saldanha Bay Municipality. The scope of the work to be carried out by the Contractor shall include, but not be limited to, the following items of work as indicated on the attached drawings/specifications:

- Contractor's site establishment and de-establishment;
- Setting out of the works;
- Building work;
- Plastering;
- Plumbing Installation;
- Aluminium Installation
- Metalwork;
- Electricity,
- Painting,
- Fencing,
- etc.

2. Test for Responsiveness

In order to be considered for a contract in terms of this tender document, tenders must comply with the following minimum criteria. Documented proof must be submitted along with the tender document in the form of completion certificates or a reference letter on the company letterhead for which the contracts were completed. All documented proof provided must be specific to the projects listed in Annexure A. Failure to provide proof of the mentioned criteria will lead to disqualification.

<u>CRITERIA</u>	<u>MEASURES</u>
Previous Relevant Experience of Vendor [complete Annexure 'A']	Minimum of 4(four) previously successfully completed projects of a similar nature and CIDB grading (3GB) completed within the past four years

RETURNABLE SCHEDULE: ANNEXURE 'A': PREVIOUS RELEVANT EXPERIENCE

TYPE OF RELEVANT WORK PREVIOUSLY PERFORMED	CLIENT'S DETAILS <i>(Where work was performed, contact name & phone number)</i>	COMPLETION DATE OF CONTRACT	VALUE OF CONTRACT

3. References

- 3.1 The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
- 3.2 Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.

4. Submittals

- Submit under provisions of "Scope of Work."
- Product Data: Submit manufacturer's data for each item specified herein, identifying the item to be provided, and the manufacturer's recommendations for installation.
- Drawings: drawings, showing all required detail must be submitted. Final as-build set in both hard and soft copy in approved AutoCAD format. Professional Structural Engineer registered with ECSA appointment and completion certificates to be provided with commencement and completion of the project.

5. Delivery, Storage and Handling

Protect all material from damage during transport, handling, and storage. Dents, deformations, and defacements are not acceptable. If storage at project is necessary before installation can be accomplished, store such materials in a clean, dry place. Replace all damaged materials. Damaged parts/material may be replaced within a complete assembly, provided replacements are of the same quality, size, shape, colour and other requirements.

6. Walls**6.1 Cement Mortar**

Shall be composed of five parts of volume of fine sand (fineness moduli of 1, 00 to 2,95 – to specification SABS 1090) to one part of volume of Portland Cement and mixed in small batches which can be used within one hour after mixing. No mortar is to be retained beyond this period and subsequently re-used by the mixing in of additional cement.

6.2 Bricks\Blocks:

All bricks\blocks shall comply with the relevant SABS specifications. The Project Manager will be at liberty, during the course of the contract to select bricks and/or blocks from the batches on site, in accordance with the provisions of the above-mentioned specification and will submit the selected bricks to the Bureau of Standards for testing. The brick batches from which unsuccessful test bricks were selected may not be used on any part of the Contract and must be removed from the site at the Contractor's expense.

6.3 Block Coursing:

All bricks shall be laid to even courses as stated on the drawings - 85mm per vertical course (brick/block + mortar joint). These shall be controlled on site with a gauge rod and sample prepared for approval before work is put in hand.

6.4 Sundry Work:

The prices of brickwork are to include for all cuttings, forming reveals, plumbing angles, fitting between and wedging and priming against steel or concrete beams, slabs, etc., and cutting, fitting up to underside of and over stairs, ramps, etc. All windows and door frames, etc., are to be built in, which includes for taking delivery, assembling, coupling composite frames, setting up, cutting mortises for lugs in brick or concrete grouting in solid behind frame, propping head while blockwork over is built, etc., required.

6.5 Piped Services And Built-In Items:

All service pipes and electrical conduits etc., are to be built in as the blockwork proceeds; form holes for the grout-in of bolts, holder-bats, etc.; cut holes for pipes, etc., and repair on completion.

6.6 Building Regulations:

All masonry and walling work to be carried out in accordance with the requirements of Part "K" of SABS 10400 – 2010, a copy of this chapter must be available on site.

6.7 Setting Out:

All walls, projections, piers, niches, openings, angles and circular forms to be checked against the drawings during setting out and any discrepancies reported and resolved before the work commences.

6.8 Laying:

All bricks are to be well wetted before laying and each course to be laid on a solid bed of mortar to nominal joint thickness of 10mm. Brick coursing to be as shown on drawings.

6.9 Damp Proof Course:

A damp proof course must be laid across the full width of all walls level with the top of the bed and must be continuous with no open joints, gaps or breaks. Ends, angles and intermediate junctions must be lapped at least 200 mm and carefully sealed with a suitable adhesive. Damp proof membrane to be 375 microns Gunplus BRICKGRIP and shall comply with SABS 952.

6.10 Pre-Stressed Concrete Lintels:

Pre-cast, pre-stressed concrete lintels symmetrically placed across all openings greater than 750mm with minimum bearing 230 mm either side. Lintels to be moistened before laying and ends to be bedded in 5:1 sand/cement mix to suit brick coursing. Lintel widths to suit wall thicknesses and all lintels to have a minimum of 3 courses of brickwork above. Use "SANS" approved lintels only. All openings in brick walls to be stiffened with pre-stressed lintels. All concrete lintels to be propped for a minimum of 7 days after fixing.

6.11 Brick Reinforcement:

To all brickwork lay welded wire fabric BRC "Brickforce" 3.15 mm thick brick reinforcement in continuous strips in widths to suit wall thicknesses.

Reinforcement to be lapped across full width of all corners, 300 mm at joints and to be well bedded in mortar joint. Reinforcement to be located as follows:

- Foundation (sub-floor) walling.....Every course
- 90/190 Internal/External walls.....Every course for the first four courses above floor level and every third course thereafter
- 90 Internal walls..... Every course for the first four courses above floor level and every third course thereafter
- Across Openings.....Refer to Pre-Stressed Concrete Lintels
- Wall Plate level.....Top two courses below wall plate.

6.12 Beamfilling:

The space between top of blockwork at plate level and underside of roof covering must be filled with beam-filling half brick thick, cut and fitted around rafters, splay cut on top under roof covering and finished with a stiff mixture of 3:1 cement mortar tightly packed in. No beam-filling must be used where a closed-in eaves construction is specified.

6.13 Bricks\Blocks:

All bricks\blocks shall be cured properly graded bricks\blocks of their best respective quality and shall conform in all respects to SABS standards and the manufacturer's specification. The finish shall be evenly matched. It is noted that any bricks displaying excessive dimensional variance of distortion shall be rejected. No claims for hand sorting, rejected blocks or transport costs for unacceptable block products will be considered. Samples of the bricks shall be submitted to and approved by the Project Manager prior to placing orders.

6.14 BOND:

All brickwork is to be laid in stretcher bond. Any bond breaks must occur on an even line in the centre of brick panels or beneath window openings. No false headers are to be used and none but whole bricks except where legitimately required to form a bond. Wall thicknesses: External walls= 230mm, Internal walls = 90mm

7. Roofing

As per the drawing and specifications provided

8. Windows

8.1 ALUMINIUM SLIDING DOORS

Units built into positions shown on the drawings per supplier's details and specification. All units to be built in square and plumb with ruled and polished. Units to be protected from staining and chipping during construction (damaged units are to be replaced as chips cannot be suitably repaired). Include all glazing as per SANS.

9. Floor & Wall Finishes:**9.1 Hardened Topping:**

Prepare concrete surface bed for topping - remove any surface water and laitance and slurry to receive topping. Steel trowel to a smooth and even surface finish. Lay 25mm cement screed on concrete to falls as shown and steel float smooth. Note: NO ponding will be permitted on the surface and the work is to be carried out with care by properly skilled applicators.

9.2 One Coat Cement Plaster:

All surfaces to be thoroughly cleaned down. All chases must be cut before plastering and surface must offer good plaster key. Plaster on walls internally and externally to be nominally 5 parts sand, (clean, well graded, complying to SABS 1090; no pit sand to be used) to 1 part Portland cement by volume and not less than 12 mm nor more than 20 mm thick. (Contractor to note that mix may be varied to ensure that the quality of the plaster remains with the contractor). Make good around pipes after finishing's having been done, including all other cracks, blisters and other defects. Steel trowel to an even smooth finish.

10. PAINT:**10.1 Paint and Quality:**

All paints shall be of their best respective qualities. Only those proprietary brands of paint specified shall be used and no substitutes will be allowed. Primers, successive coats and thinning mediums must strictly follow the manufacturer's specification.

10.2 Standards and Defective Work:

All work is to conform to the latest "SABS Code of Practice" requirements. Any adulteration of the paint, incorrect mixing, thinning and faulty application will be considered to be defective work and this shall be re-done at the contractor's expense. All paint failures such as blistering, cracking, flaking, chalking and failure to dry will be rectified.

10.3 Film Thicknesses and Testing:

All paint shall be applied to an acceptable dry film thickness so that the complete work is properly covered in all areas. Film thicknesses shall be generally as specified by the manufacturer and, if any doubts exist, then the paint thickness shall be tested to assess its suitability and cover.

10.4 Samples:

Where required, the contractor shall prepare samples of paintwork as directed. These may require to be over-coated or to form part of the finished job.

10.5 Protection and Final Coats:

During painting all the surrounding surfaces are to be protected from paint splashes and drips. In addition, areas which have been painted must be protected from any damage and marking.

Any such damage shall be rectified at the contractor's expense.
To this end it is recommended that all final coats be held over until all areas have been cleared of all other activities.

10.6 Surface Preparation:

Work to all trades preceding the painter must be properly complete before any paintwork commences. Patches, varying surface textures etc. visible on completion of the paintwork will not be accepted. Care is to be exercised in the surface preparation before any paint is applied and proper priming procedures are to be adhered to for all surfaces. All surfaces are to be properly dry before any paint is applied. Clean off all surface dirt, dust, mortar residue, loose powder and other stains.

10.7 Plaster, Concrete And Masonry:

Carefully rake out and fill all surface cracks, holes and uneven areas with manufacturer approved non-shrinking cellulose filler. Allow to dry and rub down and smooth to match surrounding finish.

10.8 Acrylic on One Coat Plaster (Interior)

Apply one coat Alkali resisting primer as recommended by the manufacturer followed by two full coats best quality acrylic emulsion paint direct out of the tin.

11. Drainage “Drn”:

11.1 Regulations

Only registered drain layers are to be employed.
Drainage shall be installed according to the requirements and code of practice laid down in Part “P” of the National Building Regulations SABS 0400 – 1990. Any variations which may occur on site in order to conform to the above shall not increase the contract price.

11.2 Testing

The Contractor is to provide all testing apparatus and materials, etc., and labour for the completion and proper testing of the drains and their connections in accordance with the relevant SABS code of practice. Should the drainage system fail to withstand the tests, all defects shall be made good and all tests repeated.

11.3 Casing of Drains

Drains in an inaccessible position and under a building or roads or less than 450 mm below natural ground level, must be encased with concrete 100 mm thick. The continuity of the concrete surround must be broken at all flexible joints of the pipe by the use of soft board or other suitable inserts. Drain pipes must pass through walls or other structures freely and where necessary a suitable sleeve should be provided.

11.4 Gradients and Ramps

Unless otherwise shown, gradients for a 100 mm dia. pipe shall not be steeper than 1:15 or flatter than 1:60. Where inclined ramps are necessitated the slope may never

exceed 45 degrees and where such ramps are constructed with pipes other than cast iron, they must be encased in concrete.

11.5 Ventilation and Anti-Syphon Pipes

The open end of any drain or ventilation pipes or anti siphonage pipes must be 600 mm higher than the part roof which is closest to it and at least 2000 mm above the head of any window and any unsupported parts, adequately stayed.

11.6 Rodding Positions

Every drain should have means of access at intervals not more than 25m either by way of manholes or cleaning eyes (rodding) and to be reached with normal rodding equipment.

11.7 U.P.V.C. Pipes

Un-plasticized polyvinyl chloride pipes 100 mm dia. with ring seal socket end and solvent cement welding to both spigot and socket. Laid in narrow width (400 mm) trenches to uniform gradients. Pipes firmly supported throughout its length on a continuous bed of river sand minimum 100 mm thick under the pipe barrel and similar selected filling to pipe surround. Suitable backfill to be completed with material or excavated spoil and compacted in layers not exceeding 200 mm thick.

11.8 Inspection Eyes

Where marked "I.E." on plan, and at every junction and bend, after all ramps, and cleaning eyes provided with an inspection eye (access pipe) with stoppers sealed in bitumen. Note that cleaning eyes "CE" to be taken with easy bend to surface with marked screw on cover for rodding.

11.9 Soil Pipes

Soil pipes and ventilating pipes are to be in 100mm dia. UPVC piping jointed with gaskets and securely fixed to walls with hinged holderbats and where indicated as "O.V.P." on drawings, fitted with vent valves above highest fitting. Only heavy duty ribbed piping to be used below ground.

11.10 uPVC Waste Water Pipes

Polyvinyl chloride 50 mm dia. waste water pipes with ring seal jointing and solvent cement welding to both spigot and socket. Fixing with galvanized holderbats and clips at maximum 1000 mm centers. Exposed bends with threaded caps to cleaning eyes.

12. Electrical

As per requirements.

14. BILL OF QUANTITIES

SALDANHA BAY MUNICIPALITY
 CONTRACT NO:
 NEW DIAZVILLE BEEHIVES

SECTION 1

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1.1	BILL NO. 1: GENERAL PRELIMINARY AND GENERAL				
	Fixed-Charged Items				
1.1.1	Contractual Requirements - company overheads, insurance, compliance with legislation, health and safety, etc.	Sum	1.00		
1.1.2	Site Establishment - Offices, storage sheds, name boards, ablution/latrine facilities, water supplies, electricity, etc	Sum	1.00		
	Time-Related Items				
1.1.3	Contractual Requirements - company overheads, insurance, compliance with legislation, health and safety, etc.	Weeks	16.00		
	Operate and maintain facilities on site for the duration of the contract				
1.1.4	Offices, storage sheds, name boards, ablution/latrine facilities, water supplies, electricity, etc	Weeks	16.00		
1.1.5	Supervision for duration of Construction	Weeks	16.00		
	Security of the Site				
1.1.6	After working hours and over week-ends and public holidays and during installation break between areas	Weeks	16.00		
	Other Items				
1.1.7	Cost of Safety Plan in terms of Occupational Health and Safety Act (Act No 85) and Amendment Act No 181 of 1993, Construction Regulations, 2014, and applicable Environmental Legislation.	Sum	1.00		

	HEALTH AND SAFETY OFFICER				
1.1.8	Provide a Health and Safety officer for the duration of the project to comply with all regulations including all regulations as per attached document.	Item	1.00		
1.1.9	Community Liason Officer	Weeks	16	1500	24000
1.1.10	Add for profit and attendance	%			
Total carried forward to Summary					R

SALDANHA BAY MUNICIPALITY
CONTRACT NO
NEW DIAZVILLE BEEHIVES

SECTION 2

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
2.1	BILL NO. 2 : EXCAVATION, FILLING, ETC OTHER THAN BULK				
	-				
	Excavation in earth not exceeding 2m deep				
2.1.1	Excavate for surface trenches.	m ³	59.00		
	Extra over all excavations in earth for excavation in				
2.1.2	Soft rock	m ³	10.00		
2.1.3	Hard rock	m ³	10.00		
	FILLING, ETC:				
	Earth filling supplied by the contractor and compacted to 100% Mod AASHTO density to engineer's details				
2.1.4	Backfilling to trenches, holes, etc	m ³	19.00		
	Clean sand filling supplied by the contractor and compacted ot 100% Mod AASHTO density				
2.1.5	Under floors etc	m ³	6.00		
Total carried forward to Summary					R

SALDANHA BAY MUNICIPALITY
CONTRACT NO
NEW DIAZVILLE BEEHIVES

SECTION 3

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
3.1	BILL NO. 3 :CONCRETE, FORMWORK AND REINFORCEMENT SUPPLEMENTARY PREAMBLES Cost of tests The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests to the architect. The testing shall be undertaken by an independent firm or institution nominated by the contractor and to the approval of the architect. (Test cubes are measured separately) UNREINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES 15MPa/19mm concrete				
3.1.1	Strip footings REINFORCED CONCRETE 25Mpa/19mm concrete	m ³	31.00		
3.1.2	Surface beds TEST CUBES	m ³	12.00		
3.1.3	Making and testing 150 x 150 x 150mm concrete strength test cubes (Provisional) Fabric reinforcement	No	4.00		
3.1.4	Ref 193 mesh reinforcement in concrete surface beds, slabs, etc REINFORCED CONCRETE SLAB	m ²	120.00		

3.1.5	Supply and install rib and block concrete slab complete with mesh and concrete and 30mm screed as per engineers specifications. Allowance to be made for rainwater run off from slab via 76mm Ø pvc pipes built into walls	m ²	120.00		
	REINFORCEMENT (PROVISIONAL)				
	High tensile steel reinforcement to structural concrete work				
3.1.6	All diameters	t	2.00		
Total carried forward to Summary					R

SALDANHA BAY MUNICIPALITY
 CONTRACT NO
 NEW DIAZVILLE BEEHIVES

SECTION 4:

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
4.1	BILL NO. 4 : MASONRY				
	BRICKWORK				
	FOUNDATIONS				
	Blockwork of 14 MPa (nominal compressive strength) in class 1 mortar				
4.1.1	190mm Block walls including brickforce in every course	m ²	86.80		
	SUPERSTRUCTURE				
	Blockwork in class II mortar				
4.1.2	190mm Block walls including brickforce in every 3rd course	m ²	414.00		
	Air bricks				
4.1.3	Supply and install 230x160mm Cement air bricks	No.	44.00		
Total carried forward to Summary					R

SALDANHA BAY MUNICIPALITY
 CONTRACT NO
 NEW DIAZVILLE BEEHIVES

SECTION 5:

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
5.1	BILL NO. 5: PRECAST CONCRETE LINTOLS, ETC.				
5.1.1	Precast concrete left rough from the mould including bedding, jointing and pointing, build into both new and existing brickwork: 90 x 90 Lintel in lengths not exceeding 3m including building in over opening	m	58.00		
Total carried forward to Summary					R

SALDANHA BAY MUNICIPALITY
CONTRACT NO
NEW DIAZVILLE BEEHIVES

SECTION 6:

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
6.1	BILL NO. 6:WATERPROOFING				
	DAMP PROOFING				
	One layer 250 micron "Gunplas USB Green" polyethylene waterproofing:				
6.1.1	On compacted earth under concrete surface beds, lapped 150 mm and sealed at all joints	m ²	120.00		
	One layer 375 micron embossed "Gunplas Brikgrip" polyethylene damp proof course fixed with approved adhesive:				
6.1.2	On walls, stepped up in cavities, under cills, etc.	m	54.00		
	One layer 4mm waterproofing laid strictly to manufacturer's recommendations or equally approved				
6.1.3	On concrete slab	m ²	120		
Total carried forward to Summary					R

SALDANHA BAY MUNICIPALITY
 CONTRACT NO
 NEW DIAZVILLE BEEHIVES

SECTION 7:

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
7.1	BILL NO. 7: CARPENTRY AND JOINERY				
	ROOF CONSTRUCTION				
	FLUSH DOORS				
	External doors				
7.1.1	SABS approved double boarded exterior hardwood door, size 1100 x 2032mm high	No	3.00		
	Framed frames etc				
	External door frames				
7.1.2	70 x 55mm Rebated meranti frame without sill for door size 1100 wide x 2032mm high	No	3.00		
Total carried forward to Summary					R

SALDANHA BAY MUNICIPALITY
CONTRACT NO
NEW DIAZVILLE BEEHIVES

SECTION 8:

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
8.1	BILL NO. 8: IRONMONGERY HINGES, BOLTS, ETC.				
	Solids:				
8.1.1	100mm Solid Brass Hinge	No.	9.00		
	LOCKS, ETC.				
8.1.2	Union CZ682-24-52SC Gower or similar approved 3 lever lockset	No	3.00		
	Sundries				
8.1.3	Serra, toilet roll holder in mild steel - powder coated white finish (Serra Rol TR2 - SD1305 - TR Range) or similar approved	No.	2.00		
	"Tubarose Products"				
8.1.4	32mm Diameter 600mm long cranked grab rail fixed to brickwork at 45 degrees as per manufactures instructions	No.	2.00		
8.1.5	32mm Diameter cistern rail fixed to brickwork as per manufacturers instructions	No.	2.00		
Total carried forward to Summary					R

SALDANHA BAY MUNICIPALITY
 CONTRACT NO
 NEW DIAZVILLE BEEHIVES

SECTION 9:

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
9.1	BILL NO. 9: METALWORK Doors and windows shall comply with AAAMSA design criteria Glazing shall comply with SAGGA regulations. SUBSTATION DOORS Supply and fit new hot dipped galvanised mild steel push up roller shutter door with 1,2mm slats complete with locking mechanism, canopy, ect.				
9.1.1	Size 2100mm x 2200mm The following charcoal powder coated aluminium sliding door to suit plastered openings with sizes as described including factory AAMSA specification glazing as described.	No	9.00		
9.1.2	sliding door, size 1800 x 2100mm high in 330mm brick wall	No	8.00		

9.1.3	<p>Betaview or Equivalent security fence panels - Size: 3050mm (w) x 2400mm (h) with appertures of 76mm x 12mm rigid security mesh panels with bends. Core wire (3mm) to be manufactured with Zinc Alu coated wire. Zincalu Super coated to SANS 10244-2:2003 specification (min. 275g/m²) wire coating is a coating consisting of (95%) Zinc and (5%) Aluminium. X 2,8 lifespan of galvanising. Additional PVC Coating Anthracite.Bekafix or Equivalent Secure Posts: H - shaped profile post 70mmx 44mm x 2mm that allow the panels to fit inside the lip of the post. Height: 3200mm HDG Security fixators to be used to secure the panels to the posts. Fixators to be bolted together through the post and secured using tamper proof shearnuts. (no self tapping screws) All fitting to be stainless steel. Anti Climb - Saw tooth top guard bolted to the top of the panel and gate to prevent climbingSize: 3050mm long Z profile - 40 x 20 x 40 x 2.5mm HDG with additional PVC coating (as above)All Foundations to be 600mm (d)x 400mm (w)x 400mm (h) concrete.</p>	m	30.00		
9.1.4	<p>Single Pedestrian Swing Gate 1200mm (w) x 2400mm (h) to match the fencing.</p>	No	1.00		
Total carried forward to Summary					R

SALDANHA BAY MUNICIPALITY
 CONTRACT NO
 NEW DIAZVILLE BEEHIVES

SECTION 10:

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
13.1	BILL NO. 13: PLASTERING				
10.1	BILL NO. 10: PLASTERING				
	SCREEDS				
	Cement screeds wood floated, on concrete				
10.1.1	30mm Thick on floors	m ²	120.00		
	INTERNAL PLASTER				
	blockwork to be bagged				
10.1.2	On walls including narrow widths	m ²	368.00		
	EXTERNAL PLASTER				
	Cement plaster on blockwork				
10.1.3	On walls including narrow widths	m ²	270.00		
Total carried forward to Summary					R

SALDANHA BAY MUNICIPALITY
 CONTRACT NO
 NEW DIAZVILLE BEEHIVES

SECTION 11:

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
11.1	BILL NO. 11: TILING				
	WALL TILES				
	Allow the prime cost amount of R200 net per square metre excluding VAT for wall tiles, size to be confirmed, supplied and delivered to site and add for taking delivery, storage, waste, fixed with approved adhesive to plaster and flush pointed with tinted jointing compound				
11.1.1	Splashbacks, 600mm high (Sink, WHB)	m ²	10.00		
Total carried forward to Summary					R

SALDANHA BAY MUNICIPALITY
CONTRACT NO
NEW DIAZVILLE BEEHIVES

SECTION 12:

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
12.1	BILL NO. 12: PLUMBING AND DRAINAGE				
	WATER SUPPLIES, ETC.				
	Connection				
	Ginde Pipes				
12.1.1	22mm Pipe complete to connect to fixtures	m	150.00		
	Ginde Pipes:				
	Extra over Ginde Pipes for capillary fittings:				
	Taps, stopcocks, valves, etc.including joints to Ginde Pipes:				
	15mm chromium plated one hole sink mixer, Star, code 296 with S-041/10 - overarm swivel outlet, mounting kit and angle valves. G ½" FI x M10 MI x 400mm long flexible inlets and supply all piping, bends, tee's, ect. necessary to connect to the hot and cold water supply.	No.	1.00		
12.1.2	"Vaal Potteries Orchid" vitreous china paraplegic 90 degree back inlet open rim back-to-wall pan (code 439016) with floor bracket (code 8082Z0), "cobra Flushmaster" (code 8787) and chromium plated top inlet spreader (code 70554Z1), fixed on and including two hanger brackets (code 8127Z0)	No.	2.00		
12.1.3	Supply and install "Vaal Potteries No 7023 Hibiscus" lavatory basin complete with fixing brackets, one 15mm Cobra Star chromium plated basin pillar taps code 211-15 and 32mm chromium plated waste outlet plug and chain and fix in position complete with all piping, bends, tee's, etc. necessary to connect to water and sewer system.	No.	2.00		

12.1.4	Supply and install "900mm long single bowl stainless steel sink complete with fixing brackets, one 15mm Cobra Star chromium plated basin pillar taps code 211-15 and 32mm chromium plated waste outlet plug and chain and fix in position complete with all piping, bends, tee's, etc. necessary to connect to water and sewer system.	No.	8.00		
	Traps, etc.				
12.1.5	Allow for testing the water supply system	Item	1.00		
	SANITARY PLUMBING				
	Supply, lay and bed uPVC sewer pipes complete with all fittings (i.e. couplings, bends, junctions, rodding eyes, valves, etc):				
	SOIL DRAINAGE				
12.1.6	110mm Pipes laid in and including trenches not exceeding 1.50m deep	m	120.00		
	UPVC Gulleys				
12.1.7	110mm uPVC Gulley not exceeding 300mm deep.	No.	5.00		
	Inspection chambers				
12.1.8	Excavate for and build manhole size internally 450 x 600 x 2000 mm deep to invert with one brick sides in cement mortar on a 200mm cement concrete (15Mpa of 19mm stone) base and having a 150mm concrete (20Mpa 19mm stone) kerb around top reinforced with 6mm mild steel rods and rebated for and including a 450 x 600mm cast iron manhole cover and frame in accordance with SABS standard, including setting frame in kerb and bedding in cement mortar and bedding cover in tallow and rendering inside of manhole in cement mortar with internal angles round and bottom of chamber benched up in fine cement concrete and floated smooth around and including all channels, bends, junctions,etc.	No.	5.00		
12.1.9	Allow for testing the drainage system	Item	1.00		
Total carried forward to Summary					R

SALDANHA BAY MUNICIPALITY
CONTRACT NO
NEW DIAZVILLE BEEHIVES

SECTION 13:

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
13.1	BILL NO. 13: PAINTWORK PAINTWORK, ETC TO NEW WORK ON FLOATED PLASTER SURFACES WITH Apply one coat Akroprime AR Masonry Primer or equal approved and apply two coats of Akrosheen Pure Acrylic Satin Sheen or equal approved to the approved colour.				
13.1.1	External walls FLOATED PLASTER SURFACES WITH Apply one coat Supercover Aqua Prime Masonry Primer or equal approved and apply two coats of Akrosheen Pure Acrylic Satin Sheen or equal approved to the approved colour.	m ²	270.00		
13.1.2	Internal walls ON WOOD Apply one coat Akroprime Wood Primer or equal approved and Apply one coat Akroprime Wood Primer or equal approved and Apply two coats Akrogloss High Gloss Enamel or equal approved to approved colour.	m ²	368.00		
13.1.3	On doors and door frames	m ²	14.00		
Total carried forward to Summary					R

SALDANHA BAY MUNICIPALITY
CONTRACT NO
NEW DIAZVILLE BEEHIVES

SECTION 14:

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
14.1	<p>BILL NO. 14: PROVISIONAL</p> <p>The following estimates for works to be done for by the Client and are to be included in the tender amount.</p> <p>Tenderers are to allow for profit and attending upon this work by inserting the relevant percentage fee opposite the items listed below. The relevant amount then to be extended and included in the tender rates.</p> <p>Actual amounts paid to the Contractor will be at the percentage fee tendered pro rata to the estimated cost in the Bill or to the contract price of the nominated contract, whichever is the highest</p> <p>Electrical Installation/Fittings Light-fittings, cabling, lamp post, flood lights,etc.:</p>				
14.1.1	Amount to be allowed: R200 000,00	Sum	1.00		200000.00
14.1.2	Add for profit and attendance	%			
	<p>PROFESSIONAL FEES Professional fees</p>				
14.1.3	Amount to be allowed : R 60 000,00	PC Sum	1.00		60000.00
14.1.4	Add for profit and attendance	%			
Total carried forward to Summary					R

SALDANHA BAY MUNICIPALITY
 CONTRACT No
 NEW DIAZVILLE BEEHIVES

SUMMARY

	DESCRIPTION				TOTALS
	SECTION 1: GENERAL - PRELIMINARY AND GENERAL SECTION 2: EARTHWORKS SECTION 3: CONCRETE, FORMWORK AND REINFORCEMENT SECTION 4: MASONARY SECTION 5: PRECAST CONCRETE SECTION 6: WATERPROOFING SECTION 7: CARPENTRY AND JOINERY SECTION 8: IRONMONGERY HINGES, BOLTS, ETC. SECTION 9: METALWORK SECTION 10: PLASTERING SECTION 11: TILING SECTION 12: PLUMBING AND DRAINAGE SECTION 13: PAINTWORK SECTION 14: PROVISIONAL				
Sub Total					R

CONTINGENCIES

10%

SUB TOTAL

15% VAT

15%

FINAL TOTAL

PART E: OTHER

15. PRICE ADJUSTMENTS

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date.

I accept and approve all of the above.

.....

SIGNATURE OF TENDERER

Any bidder may at any time withdraw their bid in writing in which case the bid will not be further considered.

16. OMISSIONS, ALTERATIONS AND ADDITIONS

17. SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT

1. Bidders may provide a 2.5% discount for payment made within 30 days of receipt of invoice. Bidder should note that this discount is optional and has no influence on the evaluation or adjudication of bids.
2. Please complete the following should your company BE WILLING TO PROVIDE the 2.5% deduction for payment within 30 days as per clause 1 above:

YES, my company IS WILLING TO HAVE THE 2.5% taken off of payment made within 30 days.

Tenderer's signature _____ for acceptance of the 2.5% discount.

(Only if tenderer wishes to provide the 2.5% discount)

18. OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE SALDANHA BAY MUNICIPALITY

(HEREINAFTER CALLED THE “EMPLOYER”) AND

..... ,
(Contractor/Mandatary/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.

I,
representing..... as an employer

in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:.....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed aton the.....day
of.....20....

Witness

Mandatar

Signed at on the.....day
of.....20

Witness

for and on behalf of SALDANHA
BAY MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.

- 10 The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement must be presented to the Employer.

HEALTH AND SAFETY SPECIFICATIONS

Legal Requirements

All Contractors entering into a Contract with Saldanha Bay Municipality, shall, as a minimum, comply with the:

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up-to-date copy of Occupational Health Safety Act shall be available on site at all times.
- Compensation for Occupational injuries & Diseases Act (Act 130 of 1993). The principle Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation insurer before being awarded the Contract. A current, up-to-date copy of the Compensation for Occupational Injury and Diseases Act (COIDA) shall be available on site at all times.
 - Disaster Management Act

Structure and Responsibilities

Overall Supervision and Responsibility for Occupational Health and Safety

- The Client (Saldanha Bay Municipality) is to ensure that the Contractor, appointed in terms of Construction Regulation 5(1) (k), implements and maintains the agreed and approved Occupational Health & Safety Plan.
- The Chief Executive Officer of the Contractor, in terms of Section 16(1) of the Act, is to ensure that the Employer (as defined in the Act) complies with the Act.
- It is a requirement that the Contractor, when he appoints Sub-Contractors in terms of Construction Regulations 7 (1) (c) includes an Occupational Health & Safety Act Section 37(2) agreement ("Agreement with Mandatory") in his agreement with the Sub-Contractors.
- The Contractor must have an Occupational Health & Safety Act (85 / 1993), Section 16(2) appointee.
- The municipality must ensure that the contractor appoints a Construction Supervisor and Assistant Construction Supervisor in terms of Construction Regulation 8.

Further (Specific) Supervision Responsibilities for Occupational Health & Safety

The Contractor shall appoint designated competent employees and/or other competent persons as required by the Act and Regulation. The appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information must be communicated and agreed with the appointees and be available in the safety file on site.

Important: No contractor will be allowed to commence work at any construction site before the Site Access Certificate has been approved by the Project Manager and SBM SHER Manager.

Designation of Occupational Health & Safety Representatives (Section 18 of the Occupational Health & Safety Act)

Administrative Controls and the Occupational Health & Safety File**The Occupational Health & Safety File**

As required by Construction Regulation 7(1) (b), the Contractor and other Contractors will each keep an updated Occupational Health & Safety File on site containing the following documents as a minimum:

- Notification of Construction Work (Construction Regulations 4) (Annexure 2)
 - Copy of Occupational Health & Safety Act (updated) (Gen Administrative Regulation 4)
 - Proof of Registration and good standing with a COID Insurer (Construction Regulation 4 (g))
- Copies of Occupational Health & Safety Committee and other relevant Minutes
 - Designs/drawings (Construction Regulation 7(1) (e))
- A list of Contractors including copies of the agreements between the parties (Section 37(2) agreement in terms of the OHS act) and the type of work being done by each Contractor (Construction Regulation 9)
 - Appointment/Designation forms (For example H&S rep, first aider etc.)
 - Appointment of Compliance officer in relation to Covid pandemic
- Electrical Installations, -Equipment & -Appliances including temporary certificate of compliance
 - Valid Medical Certificated of Fitness (Construction Regulation 7 (1))

Notification of Construction Work

The Contractor shall, where the Contract meets the requirements laid down in Construction Regulation 4, notify the Department of Labour within 7 days of the intention to carry out construction work. A copy must be held on the Occupational Health & Safety File.

Note :-

(No pricing or pricing adjustment documentation can be attached to the tender

Any pricing or pricing adjustment documentation which is attached by the tenderer will not be considered

The schedules supplied by Council must be used for all pricing matters.)