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 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

<b>TENDER NO. SBM 53/24/25</b>	
<b>SUPPLY AND INSTALL PERIMETER / SECURITY FENCING AND GATES TO VARIOUS SITES FOR SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2028.</b>	
<b>NAME OF TENDERER</b>	
<b>BUSINESS ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>CSD NUMBER</b>	

## CLARIFICATION MEETING DETAILS:

<b>ADDRESS</b>	SKILPAD HALL, ESPERIA STREET, VREDENBURG SPORTS GROUNDS, ERVEN 11788, VREDENBURG.		
<b>MEETING DATE</b>	27 JANUARY 2026	<b>MEETING TIME</b>	12H00 (NO GRACE PERIOD WILL BE ALLOWED).

## SUBMISSION DETAILS:

<b>ADDRESS</b>	TENDER BOX, GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG				
<b>CLOSING DATE</b>	20 FEBRUARY 2026	<b>CLOSING TIME</b>	12H00	<b>TENDER BOX</b>	GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG

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## GENERAL INFORMATION

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TENDER ADVERTISEMENT DATE	15 January 2026
CLOSING DATE	20 February 2026
CLOSING TIME	12h00
CLOSING VENUE	<b>Tender Box:</b> Ground Floor, Investment Centre, 15 Main Road, Vredenburg
CLARIFICATION MEETING	A compulsory information session will take place at the Skilpad Hall, Esperia Street, Vredenburg Sports Grounds, Erven 11788, Vredenburg on <b>Tuesday, 27 January 2026 promptly at 12H00. No grace period will be allowed.</b>
TENDER SUBMISSION	The tender document, fully completed in all respects, together with a valid Tax Clearance certificate plus any returnable and additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the <b>tender number and title</b> 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.

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# The Tender (Part T)

## **PART T1 Tender Procedures**

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

## **PART T2 Returnable Documents (All documents / schedules are returnable)**

- T2.1 List of Returnable Schedules Required for Tender Evaluation
- T2.2 Other Documents required for Tender Evaluation Purposes
- T2.3 Returnable Schedules that will be incorporated in the Contract

# Tender Notice and Invitation to Tender (T1.1)

<u>SALDANHABAAI MUNISIPALITEIT</u>	<u>SALDANHA BAY MUNICIPALITY</u>
<p><b>TENDER NOMMER:</b> SBM 53/24/25</p> <p><b>TENDER BESKRYWING:</b> VERSKAFFING EN INSTALLERING VAN PERIMETER/SEKURITEIT HEININGS EN HEKKE VIR VERSKILLENDE TERREINE VIR SALDANHABAAI MUNISIPALITEIT VIR 'N PERIODE WAT EINDIG 30 JUNIE 2028.</p> <p>Tender dokumente is beskikbaar om afgelaai te word op die e-Tender publikasie webtuiste <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> of kan alternatiewelik verkry word by Mev. R. Farmer, Hoofstraat 15, Beleggingsentrum, Vredenburg vanaf <b>Maandag, 19 Januarie 2026</b>.</p> <p>Indien tenders verkry word, moet 'n nie-terugbetaalbare tender deposito van R295.00 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.</p> <p><b>Navrae:</b> Mnr. R. Coetzee</p> <p><b>E-pos:</b> <a href="mailto:roberto.coetzee@sbm.gov.za">roberto.coetzee@sbm.gov.za</a></p> <p>Tenders moet in die tenderbus by die Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word voor <b>12H00 op Vrydag, 20 Februarie 2026</b> en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.</p> <p>Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige van die laagste tender sal nie noodwendig aanvaar word nie.</p> <p>'n Verpligte inligtingssessie sal plaasvind by die Skilpadsaal, Esperiastraat, Vredenburg Sport Gronde, Erf 11788, Vredenburg op <b>Dinsdag, 27 Januarie 2026 stiptelik om 12H00. Geen grasië periode sal toegelaat word nie.</b></p> <p>Die 80/20 voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygings Beleid, R8/5-25, van 29 Mei 2025 sal in die beoordeling van hierdie tender gebruik word.</p> <p>'n CIDB-gradering van <b>3SQ</b> word benodig vir hierdie tender. Gegasseblief 'n bewys van u gradering aan die tender dokument.</p> <p>'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).</p> <p>Mnr. H. Mettler MUNISIPALE BESTUURDER Saldanhabaai Munisipaliteit Privaatsak X12 VREDENBURG 7380</p>	<p><b>TENDER NUMBER:</b> SBM 53/24/25</p> <p><b>TENDER DESCRIPTION:</b> SUPPLY AND INSTALL PERIMETER / SECURITY FENCING AND GATES TO VARIOUS SITES FOR SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2028.</p> <p>Tender documents can be downloaded from the e-Tender publication portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> or alternatively can be collected from Mrs. R. Farmer, 15 Main Road, Investment Centre, Vredenburg from <b>Monday, 19 January 2026</b>.</p> <p>If tenders are collected, a non-refundable tender deposit of R 295.00 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.</p> <p><b>Enquiries:</b> Mr. R. Coetzee</p> <p><b>Email:</b> <a href="mailto:roberto.coetzee@sbm.gov.za">roberto.coetzee@sbm.gov.za</a></p> <p>Tenders must be placed in the tender box at the Investment Centre, Ground Floor, 15 Main Road, Vredenburg, before <b>12H00 on Friday, 20 February 2026</b>, in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.</p> <p>The tenders shall be opened in the public after the closing hour. Any or the lowest tender will not necessarily be accepted.</p> <p>A compulsory briefing session will be held at the Skilpad Hall, Esperia Street, Vredenburg Sports Grounds, Erf 11788, Vredenburg on <b>Tuesday, 27 January 2026 promptly at 12H00. No grace period will be allowed.</b></p> <p>The 80/20 preference point system as contained in the Preferential Procurement Policy, R8/5-25, of 29 May 2025 will be used in the adjudication of this tender.</p> <p>A CIDB grading of <b>3SQ</b> is required for this tender. Please provide proof of the grading and attach it to the tender document.</p> <p>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).</p> <p>Mr. H. Mettler MUNICIPAL MANAGER Saldanha Bay Municipality Private Bag X 12 VREDENBURG 7380</p>

## Tender Data (T1.2)

<b>Clause number</b>	<p>The Conditions of Tender are <b>The Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019 of the CIDB Standard for Uniformity (2019) in Engineering and Construction Works Contracts</b>. The Standard Conditions of Tender for Procurements make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p>	
C.1.1	<p><b>The Employer is:</b>  SALDANHA BAY MUNICIPALITY  Department: Municipal Facilities (Buildings)  Private Bag X12  <u><b>Vredenburg</b></u>  7380</p>	
C.1.2	<p>The Tender documents issued by the Employer comprise:  <u><b>Part T: The Tender</b></u>  <b>Part T1: Tender Procedures</b>  T1.1 Tender notice and invitation to Tender  T1.2 Tender data  <b>Part T2 : Returnable Documents (All Documents / Schedules are Returnable)</b>  T2.1 List of Returnable Schedules Required for Tender Evaluation  T2.2 Other documents required for Tender Evaluation Purposes  T2.3. Returnable Schedules that will be Incorporated in the Contract  <u><b>Part C: The Contract</b></u>  <b>Part C1: Agreement &amp; Contract Data</b>  C1.1 Form of acceptance  C1.2 Contract data  C1.3 Performance guarantee  <b>Part C2: Pricing Data</b>  C2.1 Pricing instructions  <b>Part C3: Scope of work</b>  C3.1 Description of works</p>	
C.1.4	<p>The Employer's agent is:</p> <p>Name: <b>Mr. R. Coetzee</b></p> <p>Tel: 022 701 7167</p>	<p>Address:  Municipal Facilities (Buildings) Depot  Floryn Streets,  Vredenburg  7380.</p>

C.2.2	<p>Add:</p> <p>Cost of Tender Documents</p> <p>Tender documents can be downloaded from the eTender publication portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made in cash or a payment into Saldanha Bay Municipality's bank account payable to the Saldanha Bay Municipality. These costs are non-refundable. No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically.</p>		
C.2.7	<p>Add:</p> <p>Site / Information Meetings</p> <p>Site or information meetings are compulsory. Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.</p> <p>A compulsory clarification meeting will be held on <b>Tuesday, 27 January 2026 at 12H00.</b></p>		
C.2.8	<p>Request for clarification on the tender document, if necessary, please notify the employer at least seven (7) working days before the closing time <b>per e-mail</b> to both the following persons:</p> <table border="1"> <tr> <td> <p>Mr. R. Coetzee</p> <p>Senior Technician: Municipal Facilities</p> <p>Email: <a href="mailto:roberto.coetzee@sbm.gov.za">roberto.coetzee@sbm.gov.za</a></p> </td><td> <p>Ms. R. Farmer</p> <p>Bid Administrator (Specifications)</p> <p>Email: <a href="mailto:rosaire.farmer@sbm.gov.za">rosaire.farmer@sbm.gov.za</a></p> </td></tr> </table>	<p>Mr. R. Coetzee</p> <p>Senior Technician: Municipal Facilities</p> <p>Email: <a href="mailto:roberto.coetzee@sbm.gov.za">roberto.coetzee@sbm.gov.za</a></p>	<p>Ms. R. Farmer</p> <p>Bid Administrator (Specifications)</p> <p>Email: <a href="mailto:rosaire.farmer@sbm.gov.za">rosaire.farmer@sbm.gov.za</a></p>
<p>Mr. R. Coetzee</p> <p>Senior Technician: Municipal Facilities</p> <p>Email: <a href="mailto:roberto.coetzee@sbm.gov.za">roberto.coetzee@sbm.gov.za</a></p>	<p>Ms. R. Farmer</p> <p>Bid Administrator (Specifications)</p> <p>Email: <a href="mailto:rosaire.farmer@sbm.gov.za">rosaire.farmer@sbm.gov.za</a></p>		
C.2.10.4	Removed		
C.2.11	<p>Add:</p> <p>Any ambiguity must be cleared with the contact person for the tender before the tender closure.</p>		
C.2.13.2	<p>Amend:</p> <p>Return all returnable documents to the employer after completing them in their entirety in writing legibly in non-erasable ink.</p>		
C.2.13.3	<p>Amend:</p> <p>Submit the tender offer communicated as an original plus 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.</p>		
	<p>Location of Tender box: <b>SALDANHA BAY MUNICIPALITY, Investment Centre, Ground Floor, 15 Main Road, Vredenburg, 7380.</b></p>		
	<p>Physical address: <b>Municipal offices, Investment Centre, 15 Main Road, Vredenburg, 7380.</b></p>		
	<p>Identification details: TENDER NO. SBM 53/24/25: SUPPLY AND INSTALL PERIMETER / SECURITY FENCING AND GATES TO VARIOUS SITES FOR SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2028.</p>		

C.2.15.1	Amend: The closing time for submission of Tender offers is <b>12H00 on Friday, 20 February 2026. Note: Telephonic, telegraphic, facsimile or emailed Tender offers will not be accepted.</b>
C.2.16.1	Add: The Tender offer validity period is <b>ninety (90) days.</b>
C.2.16.3	Amend: 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.
C.2.23	Add: The Tenderer is required to submit with this Tender. <ol style="list-style-type: none"> <li>1) A valid tax clearance certificate issued by the South African Revenue Services.</li> <li>2) 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.</li> <li>3) Company registration forms.</li> <li>4) Certified copy of director/s municipal account/s and that the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges.</li> <li>5) Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization.</li> <li>6) Original or Originally Certified copy of a valid SANAS approved B-BBEE certificate or a valid B-BBEE affidavit.</li> <li>7) Proof to claim preference points. See MBD 6.1.</li> <li>8) Tax-compliant status on CSD.</li> <li>9) Other, if required in this tender document.</li> </ol>
C.3.4.1	Replace: The time and location for opening of the tender in public is <b>Friday, 20 February 2026 at 12H00, SALDANHA BAY MUNICIPALITY, Council Chamber, 12 Main Road, Vredenburg.</b> Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.



C.3.11.1	<p>Add:</p> <p>C.3.11.1.1 The tender will be evaluated using a point system</p> <p>C.3.11.1.1.2. Price and preference: 80/20 Points (Tenders &lt; R 50 000 000)</p> <p>Calculation:</p> $\mathbf{80/20} \quad P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>Where</p> <p>Ps = Points scored for price of bid under consideration</p> <p>Pt = Price of bid under consideration</p> <p>Pmin = Price of lowest acceptable bid</p> <p>Preference points will be 10 points for B-BBEE and 10 points for locality.</p>
C.3.13	<p>Add:</p> <p>a) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</p> <p>b) the Tenderer has not:</p> <p>i) abused the Employer's Supply Chain Management System; or</p> <p>ii) failed to perform on any previous contract; and</p> <p>c) the Tenderer fully completes all required documentation.</p>
Additional: C.3.19	<p>The additional conditions of Tender are:</p> <p>a) Saldanha Bay Municipality may also request that the Tenderer provide written evidence that their financial, labour and resources are adequate for carrying out the project.</p> <p>b) The Saldanha Bay Municipality reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer.</p> <p>c) The Tenderer shall provide all reasonable assistance in such Investigations. Tenderers must take note that in the case of a false statement or submission of false information, the tender will be disqualified with immediate effect and criminal prosecution may be considered.</p> <p>d) Council reserves the right not to make an award in this matter.</p>

## Returnable Documents (T2)

**ALL Documents and Schedules *MUST BE RETURNED* (SUBMITTED) for the TENDER to be Evaluated**

**PART T2 Returnable Documents (All documents / schedules are returnable)**

- T2.1 List of Returnable Schedules Required for Tender Evaluation
- T2.2 Other Documents required for Tender Evaluation Purposes
- T2.3 Returnable Schedules that will be incorporated in the Contract

## **List of Returnable Schedules Required for Tender Evaluation Purposes (T2.1)**

- Form 2.1.1 General Information
- Form 2.1.2 Authority for Signatory
- Form 2.1.3 Experience of the bidder
- Form 2.1.4 Invitation to Tender (MBD 1)
- Form 2.1.5 Declaration of Interest (MBD 4)
- Form 2.1.6 Declaration for Procurement Above R10 Million (All Applicable Taxes Included) (MBD 5)
- Form 2.1.7 Preference Point Claim Form and Proof of B-BBEE status (MBD 6.1)
- Form 2.1.8 Declaration of Bidder's past supply chain management services (MBD 8)
- Form 2.1.9 Certificate of Independent Bid Determination (MBD 9)

**FORM 2.1.1 - GENERAL INFORMATION**

<b>1. Name of Tendering Entity:</b>			
<b>2. Contact Details</b>			
<b>Address:</b>			
<b>Tel No:</b>		<b>Fax No:</b>	
<b>E-mail Address:</b>			

**3. Legal entity: Mark with an X.**

<b>Sole proprietor</b>	
<b>Partnership</b>	
<b>Close corporation</b>	
<b>Company</b>	
<b>Joint venture</b>	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

4. Income tax reference number:

\_\_\_\_\_  
(in the case of a joint venture, provide for all joint venture members)

5. VAT registration number:

\_\_\_\_\_  
(in the case of a joint venture, provide for all joint venture members).

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.

6. Company or closed corporation registration number:  
\_\_\_\_\_ (In the case of a joint venture, provide for all joint venture members)

7. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

8. For joint ventures the following must be attached:

- Written power of attorney for authorised signatory.
- Pro-forma of the joint venture agreement.
- The major partner to satisfy at least 40 percent of the turnover and credit amount criteria, and each other partner at least 25 percent of the criteria.

Name and Identity Number	Relevant qualifications and experience	Years of relevant experience

<b>Name of Tendering Entity:</b>			
<b>Signature:</b>		<b>Date:</b>	

**FORM 2.1.2 - AUTHORITY FOR SIGNATORY**

DETAILS OF PERSON RESPONSIBLE FOR TENDER PROCESS			
Name			
Contact Number			
Address of Office Submitting the Tender			
Tel No.		Fax No.	
E-mail			

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on *(date)*.....

Mr/Ms. ....

has been duly authorized to sign all documents in connection with the Tender for Contract Number .....and any Contract which may arise there from on behalf of

<b>SIGNED ON BEHALF OF THE COMPANY</b>	
<b>IN HIS CAPACITY AS</b>	
<b>DATE</b>	
<b>FULL NAME OF SIGNATORY</b>	
<b>AS WITNESS 1.</b>	
<b>2.</b>	

**\*\*\* PLEASE ATTACH CONFIRMATION OF AUTHORITY OF SIGNATORY DOCUMENTATION TO ANNEXURE 1**

### **FORM 2.1.3 - EXPERIENCE OF THE BIDDER**

Provide a minimum of three relevant previously successfully completed projects of a similar value\nature CIDB grading (3SQ) completed within the **past three years**, as measured from the date of tender closing.

Proof of previous relevant experience shall be in the form of duly signed, written contactable reference letters. The reference letters must contain the following:

- Type of relevant work previously performed.
- Client's details (Where work was performed, contact name, email address & phone number).
- Completion date of contract.
- Value of contract.

In addition to any requirements, bidders must furnish particulars of:

Name of client	Reference included (Yes or No)	Value (R, VAT excluded)	Year	Reference		
				Contact person	Client	Tel no



Name of Tendering Entity:			
Signature:		Date:	

\*\*\* PLEASE ATTACH PREVIOUS WORK EXPERIENCE TO ANNEXURE 2

**FORM 2.1.4 – 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 or No		CONTRIBUTOR FACTOR (See MBD 6.1)	
<b>DOCUMENTS REQUIRED AS PRESCRIBED TO CLAIM PREFERENCE POINTS. IF DOCUMENTS ARE NOT PROVIDED AS REQUESTED 0 POINTS WILL BE ALLOCATED.</b>				
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				
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?</b>	YES OR NO (Provide proof)		<b>ARE YOU A FOREIGN BASED SUPPLIERS FOR THE GOODS / SERVICES / WORKS OFFERED?</b>	YES OR NO (If yes, answer 3)
CRS no	TOTAL BID PRICE (Brought forward)			
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	Finance		DEPARTMENT	Municipal Facilities (Buildings)
CONTACT PERSON	R. Farmer		CONTACT PERSON	R. Coetzee
TELEPHONE NUMBER	022 701 6945		TELEPHONE NUMBER	022 701 7167
E-MAIL ADDRESS	<a href="mailto:rosaire.farmer@sbm.gov.za">rosaire.farmer@sbm.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:roberto.coetzee@sbm.gov.za">roberto.coetzee@sbm.gov.za</a>

<b>1. BID SUBMISSION:</b>	
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, R8/5-25, OF 29 MAY 2025, WILL BE USED IN THE ADJUDICATION OF THIS TENDER.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
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
<b>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.</b>	

**FORM 2.1.5 – 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.	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>												
3.1.	Full Name of bidder or his / her representative:												
3.2.	Identity number:												
3.3.	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> )												
3.4.	Company Registration Number:												
3.5.	Tax Reference Number:												
3.6.	VAT Registration Number:												
3.7.	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (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:			
<b>COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:</b>				
Full Name		Identity Number		Individual Tax Number for each Director
				State Employee Number
<b>CERTIFICATION</b>				
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		
*MSCM Regulations: "in the service of the state" means to be -				
a)	a member of -			

	(i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces;
<b>b)</b>	a member of the board of directors of any municipal entity;
<b>c)</b>	an official or any Municipality or municipal entity;
<b>d)</b>	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);
<b>e)</b>	a member of the accounting authority of any national or provincial entity; or
<b>f)</b>	an employee of Parliament or a provincial legislature.
<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.	

**FORM 2.1.6 - MBD 5 DECLARATION FOR PROCUREMENT ABOVE R10  
MILLION (ALL APPLICABLE TAXES INCLUDED)**

**For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:**

1.	Are you by law required to prepare annual financial statements for auditing?	YES / NO
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
1.2	If no, submit management accounts for the business.	
2.	Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES / NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars.	
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES / NO
3.1	If yes, furnish particulars	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES / NO
4.1	If yes, furnish particulars	

<b>CERTIFICATION</b>			
<b>I, THE UNDERSIGNED (NAME)</b> <hr/>			
<b>CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.</b>  <b>I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.</b>			
<b>SIGNATURE</b>		<b>DATE</b>	
<b>POSITION</b>		<b>NAME OF BIDDER</b>	



## **FORM 2.1.7 – PREFERENCE POINTS CLAIM FORM**

### **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 bids invited. It contains general information and serves as a claim form for preference points for specific goals.

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

#### **1. GENERAL CONDITIONS**

##### **a. The following preference point system is applicable to invitations to bid:**

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

##### **b. Points for this bid (even in the case of a bid for income-generating contracts) shall be awarded for:**

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

##### **c. The maximum points for this bid are allocated as follows:**

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20 (10 B-BBEE and 10 Locality)
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

- d. Failure on the part of a bidder to submit proof or documentation required in terms of this bid to claim points for specific goals with the bid, 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 bidder 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**

##### **1.4.2.1. Where the tenderer is the owner of the property**

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 proprietor 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.

#### 1.4.2.2. Where the tenderer is not the owner of the property

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"

1.4.2.3. Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises

- If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
- 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 9.2.2 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 NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.**

- e. The municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the 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) **"bid"** 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 bidding 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) **"bid 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 points is allocated for price on the following basis:

$$\mathbf{80/20} \quad P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

### **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:

$$\mathbf{80/20} \quad P_s = 80 \left( 1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

### **5. POINTS AWARDED FOR SPECIFIC GOALS**

In terms of the Preferential Procurement policy of Council section 6(2) and 8(2), preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder 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 bid:

**a. 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

**b. 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:

**a. B-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**

- a. Name of company / firm: \_\_\_\_\_
- b. Company registration number: \_\_\_\_\_
- c. VAT registration number: \_\_\_\_\_
- d. 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]

e. MUNICIPAL INFORMATION

Municipality where business is situated: \_\_\_\_\_

Street address of business:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Registered municipal account number: \_\_\_\_\_

**NOTE: MUNICIPAL INFORMATION PROVIDED MUST BE ALIGNED TO PARAGRAPH 1.4 AND 5.2**

- f. 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 bid, 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 bidding process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) recommend that the bidder 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.

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT  
REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20  
PREFERENCE POINT SYSTEM**

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....

**\*\*\* PLEASE ATTACH B-BBEE CERTIFICATE PROOF TO ANNEXURE 5 AND MUNICIPAL  
INFORMATION TO ANNEXURE 3**

## FORM 2.1.8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT 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	<p>The bid of any bidder may be rejected if that bidder, or any of its directors have:</p> <ul style="list-style-type: none"> <li>a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;</li> <li>b) been convicted for fraud or corruption during the past five years;</li> <li>c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or</li> <li>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).</li> </ul>																		
4	<p><b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #d9e1f2;"> <th style="width: 10%; text-align: center;">Item</th> <th style="width: 70%; text-align: left;">Question</th> <th style="width: 10%; text-align: center;">Yes</th> <th style="width: 10%; text-align: center;">No</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; vertical-align: top;">4.1</td> <td style="padding: 5px;"> <p>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?</p> <p><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b></p> </td> <td style="text-align: center; vertical-align: bottom;"> <p>Yes</p> <input type="checkbox"/> </td> <td style="text-align: center; vertical-align: bottom;"> <p>No</p> <input type="checkbox"/> </td> </tr> <tr> <td style="text-align: center; vertical-align: top;">4.1.1</td> <td colspan="3" style="padding: 5px;">If so, furnish particulars:</td> </tr> <tr> <td style="text-align: center; vertical-align: top;">4.2</td> <td style="padding: 5px;"> <p>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)?</p> <p><b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b></p> </td> <td style="text-align: center; vertical-align: bottom;"> <p>Yes</p> <input type="checkbox"/> </td> <td style="text-align: center; vertical-align: bottom;"> <p>No</p> <input type="checkbox"/> </td> </tr> </tbody> </table>			Item	Question	Yes	No	4.1	<p>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?</p> <p><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>	4.1.1	If so, furnish particulars:			4.2	<p>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)?</p> <p><b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
Item	Question	Yes	No																
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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 11 Directors, a schedule with addresses must also be attached to the tender document.

**Company Address:**

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**Director 1 Address:**

Mr. / Mrs \_\_\_\_\_

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**Director 2 Address:**

Mr. / Mrs \_\_\_\_\_

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**Director 3 Address:**

Mr. / Mrs \_\_\_\_\_

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**Director 4 Address:**

Mr. / Mrs \_\_\_\_\_

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**Director 5 Address:**

Mr. / Mrs \_\_\_\_\_

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**Director 6 Address:**

Mr. / Mrs \_\_\_\_\_

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**Director 7 Address:**

Mr. / Mrs \_\_\_\_\_

---

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**Director 8 Address:**

Mr. / Mrs \_\_\_\_\_

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**Director 9 Address:**

Mr. / Mrs \_\_\_\_\_

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**Director 10 Address:**

Mr. / Mrs \_\_\_\_\_

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**Director 11 Address:**

Mr. / Mrs \_\_\_\_\_

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Attach page if space insufficient.

\*\*\* PLEASE ATTACH MUNICIPAL INFORMATION PROOF TO ANNEXURE 3

**FORM 2.1.9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. 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.

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

## Other Documents Required for Tender Evaluation Purposes (Part T2.2)

**ALL Documents and Schedules *MUST BE RETURNED (SUBMITTED)* for the TENDER to be Evaluated.**

**PART T2.2    Returnable Documents (All documents / schedules are returnable)**

T2.2.1        Certificate of Tenderer's Attendance at the compulsory clarification meeting

T2.2.2        Tax Clearance Certificate Requirements – TCC001

T2.2.3        Central Supplier Database (CSD)

T2.2.4        Instruction: Handling of Tender Document

**FORM 2.2.1 - CERTIFICATE OF TENDERER'S ATTENDANCE AT THE  
COMPULSORY CLARIFICATION MEETING**

This is to certify that I, .....,

representative of (Tenderer) .....

.....  
of (address) .....

.....  
Telephone number .....

Fax number .....

Attended Clarification Meeting on (date) .....

in the company of (SALDANHA BAY MUNICIPALITY / Employer's Representative)

**NB: Tenderers are requested to submit the minutes received at above-mentioned compulsory clarification meeting with their Tender documents. (Non- submission of this information may lead to rejection of this Tender)**

<b>TENDERER'S REPRESENTATIVE</b>	
<b>SALDANHA BAY MUNICIPALITY / EMPLOYER'S REPRESENTATIVE</b>	

**FORM 2.2.2 - Tax Clearance Certificate Requirements – TCC001****TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

In order to meet these requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

- 1 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 2 In bids where Consortia / Joint Ventures / Sub-contractors are involved; each part must submit a separate Tax Clearance Certificate.
- 3 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 4 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**\*\*\* PLEASE ATTACH A VALID TAX CLEARANCE CERTIFICATE TO ANNEXURE 7.**



### **FORM T2.2.3 – 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. V. van Wyk at 022 701 7168.

CSD registration number (if registered): .....

## **FORM T2.2.4 – 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.

Tenders generated from e-Tender:

### **E-TENDER DECLARATION**

**It is compulsory to confirm “Yes” or “No” on all line items** **Yes/No**

The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non-responsive.	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be bind securely according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. Do not staple the pages together.	
The Price Schedule and All Annexures with compulsory attachments must be bind to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
Print the Tender document on both sides to save paper and for standardisation.	

**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



- ☐ Site Visit / Clarification Meeting Certificate
- ☐ 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.
- ☐ Schedule of the Tenderer's Experience
- ☐ Company registration forms.
- ☐ Copy of business and director/s municipal account/s.
- ☐ Registration with professional body – CIDB, etc. (If applicable).
- ☐ All relevant sections complete and signed and all pages of tender document initialed 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.
- ☐ A) Tax Clearance Certificate  
B) Information Required for Contracts Over R10 Million (MBD 5)
- ☐ Proof for claiming points for locality as required in MBD 6.1.
- ☐ Confirmation of Central Suppliers Database (CSD) Registration
- ☐ Other as required in the tender document.

## **DECLARATION**

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

## Returnable Schedules that will be incorporated in the Contract (Part T2.3)

*(ALL Documents and Schedules MUST BE RETURNED (SUBMITTED) for the TENDER to be Evaluated.*

### **PART T2.3**

T2.3.1      Record of Addenda to Tender Documents

### **FORM 2.3.1 - RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this Tender offer, amending the Tender documents, have been taken into account in this Tender offer:

<b>No.</b>	<b>Date</b>	<b>Title or Details</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

<b>Signed:</b>		<b>Date:</b>	
<b>Name:</b>		<b>Position:</b>	
<b>SIGNED ON BEHALF OF TENDERER:</b>			

**\*\*\* PLEASE ATTACH RECORD OF ADDENDA TO ANNEXURE 8.**

# The Contract (Part C)

**ALL Documents and Schedules *MUST BE RETURNED (SUBMITTED)* for the TENDER to be Evaluated.**

## **PART C**

Part C1	Agreement and Contract Data
Part C2	Pricing Data
Part C3	Scope of Works

# Agreement and contract data (Part C1)

**ALL Documents and Schedules *MUST BE RETURNED (SUBMITTED)* for the TENDER to be Evaluated.**

## **PART C1**

- Part C1.1 Form of Offer & Acceptance
- Part C1.2 Contract Data
- Part C1.3 Objections and Complaints

## **FORM OF OFFER AND ACCEPTANCE - (PART C1.1)**

### **1. OFFER**

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

**TENDER NO. SBM 53/24/25: SUPPLY AND INSTALL PERIMETER / SECURITY FENCING AND GATES TO VARIOUS SITES FOR SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2028**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**The offered total of the Prices inclusive of Value Added Tax is**

.....Rand (in words);

R .....(in figures)  
(or other suitable wording)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

For the **Tenderer**:

Signature .....

Name .....

Capacity .....

Name and address of organisation:

.....

.....

Name and signature of witness:

Signature .....

Name .....

Date .....



## 2. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part C1 : Agreements and Contract Data (which includes this Agreement)

Part C2 : Pricing Data

Part C3 : Scope of Work

and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto, as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall, within two weeks after receiving a completed copy of this Agreement including the Schedule of Deviation (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

For the **Employer**:

Signature .....

Name .....

Capacity .....

Name and address of organization:

.....  
.....

Name and signature of witness:

Signature .....  
Name .....  
Date .....

### 3. SCHEDULE OF DEVIATIONS

#### Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.
2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of, offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the Parties becomes an obligation of the contract, shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

1. Subject

.....

Details

.....

2. Subject

.....

Details

.....

3. Subject

.....

Details

.....

4. Subject

.....

Details

.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

For the Tenderer

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

Name and address of organization

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

For the Employer

Signature(s) .....  
Name(s) .....  
Capacity .....

Name and address of organization

.....  
.....  
  
Witness Signature .....  
Witness Name .....  
Date .....

## **SALDANHA BAY MUNICIPALITY**

### **APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL PERIMETER / SECURITY FENCING AND GATES TO VARIOUS SITES FOR SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2028.**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

The .....(day) of .....(month), 20.....(year)

at.....(place)

For the Contractor:

Signature.....

Name.....

Capacity.....

Signature and name of witness:

Signature.....

Name.....

## Contract Data - (Part C1.2)

### 1. CONDITIONS OF CONTRACT

#### 1.1. Standard Professional Services Contract

The **General Conditions of Contract for Construction Works (3<sup>rd</sup> edition 2015)** published by the South African Institution of Civil Engineering, is applicable to this contract.

Copies of these Conditions of Contract may be obtained from the Construction Industry Development Board's website **[www.cidb.org.za](http://www.cidb.org.za)**.

#### **PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this Contract:

Clause	Description		
1.	The Employer is the <b>SALDANHA BAY MUNICIPALITY</b> .		
1.	The tender is for the procurement of A SERVICE PROVIDER TO <b>SUPPLY AND INSTALL PERIMETER / SECURITY FENCING AND GATES TO VARIOUS SITES FOR SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 30 JUNE 2028</b> .		
3.4 and 4.3.2	The Authorized and Designated representative of the Employer is: <b>Municipal Manager</b>		
	The Employer's address for receipt of communications is:		
	<table><tr><td><b>Physical address:</b> 15 Main Road Investment Centre Vredenburg 7380</td><td><b>Postal address:</b> SALDANHA BAY MUNICIPALITY Private Bag X12 Vredenburg 7380</td></tr></table>	<b>Physical address:</b> 15 Main Road Investment Centre Vredenburg 7380	<b>Postal address:</b> SALDANHA BAY MUNICIPALITY Private Bag X12 Vredenburg 7380
	<b>Physical address:</b> 15 Main Road Investment Centre Vredenburg 7380	<b>Postal address:</b> SALDANHA BAY MUNICIPALITY Private Bag X12 Vredenburg 7380	
	<table><tr><td><b>Telephone: 022 701 7000</b> <b>Email: <a href="mailto:mun@sbm.gov.za">mun@sbm.gov.za</a></b></td><td><b>Telephone: 022 701 7167</b> <b>Email: <a href="mailto:Roberto.coetzee@sbm.gov.za">Roberto.coetzee@sbm.gov.za</a></b></td></tr></table>	<b>Telephone: 022 701 7000</b> <b>Email: <a href="mailto:mun@sbm.gov.za">mun@sbm.gov.za</a></b>	<b>Telephone: 022 701 7167</b> <b>Email: <a href="mailto:Roberto.coetzee@sbm.gov.za">Roberto.coetzee@sbm.gov.za</a></b>
<b>Telephone: 022 701 7000</b> <b>Email: <a href="mailto:mun@sbm.gov.za">mun@sbm.gov.za</a></b>	<b>Telephone: 022 701 7167</b> <b>Email: <a href="mailto:Roberto.coetzee@sbm.gov.za">Roberto.coetzee@sbm.gov.za</a></b>		
3.6	The Service Provider may release public or media statements or publish material related to the Services or Project subject to the approval of the Employer.		
4.7	Add: The Employer will not be responsible for any overtime worked by or overtime payments made to personnel, or any additional costs not specified in the tender submitted by the Tenderer.		
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:  1. Procuring material or services not allowed for in the BOQ.  2. Three (3) written quotations must be submitted to Employer for approval before any commencement of material or services rendered by the contractor or sub-contractor.		

Clause	Description
9.1	Copyright of documents prepared for the Project shall be vested with SALDANHA BAY MUNICIPALITY

**PART 2: DATA PROVIDED BY THE SERVICE PROVIDER**

Clause	Description	
5.3	The authorized and designated representative of the Service Provider is:	
	Name:	
	The Service Provider's address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
	E-mail:	

## **OBJECTIONS AND COMPLAINTS FORM (Part C1.3)**

### (1) Details of Objector/Complainant

Name: \_\_\_\_\_

Address: (postal and street): \_\_\_\_\_

\_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact person: \_\_\_\_\_

Reference number of Tender: \_\_\_\_\_

### Other Party's Details (If any)

Name: \_\_\_\_\_

Address: (postal and street): \_\_\_\_\_

\_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact person: \_\_\_\_\_

Reference number of Tender: \_\_\_\_\_

Description of Issue[s] in Dispute: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List of Documents Attached



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**DETERMINATION SOUGHT IN RESPECT OF OBJECTION OR COMPLAINT**

---

Form submitted by:

Name:

---

Signature

---

Position:

---

Date:

---

## PRICING DATA (Part C2)

**ALL Documents and Schedules MUST BE RETURNED (SUBMITTED) for the TENDER to be Evaluated.**

### **PART C2**

Part C2.1 Pricing Instructions

## **PRICING INSTRUCTIONS - Part C2.1**

### **C.2.1 PRICING INSTRUCTIONS / ASSUMPTIONS**

Pricing Instructions / Assumptions mean the criteria as set out below, read together with all parts of this framework contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices (rates).

These Pricing Assumptions are applicable to the Schedules of Rates in this document. Pricing Assumptions applicable to the Bills of Quantities in Works Project contract documents are provided in such documents.

1. The Schedules of Rates have been drawn up in accordance with the 'Standard System of Measuring Taking-Off Work Civil, Salary Edition (Revised 1999)' published by the South African Association of Quantity Surveyors.
2. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
3. No quantities are set out in the Schedules of Rates and the Contractor will be required to undertake whatever quantities may be directed by the Project Manager from time to time in the relevant Works Projects. The final payment due for each completed Works Project shall be computed from the actual quantities of work done, valued at the relevant rates.
4. Rates inserted in the Schedules of Rates are deemed to be based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders.
5. The rates (excluding VAT) inserted in the Schedules of Rates shall be the full inclusive rates for the work described under the several items. Such rates shall cover all costs and expenses that may be required for the full execution of the works.
6. The units of measurement described in the Schedules of Rates are metric units. Abbreviations which may be used in these Schedules of Rates are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m <sup>2</sup>	=	square metre	No.	=	number
m <sup>2</sup> .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m <sup>3</sup>	=	cubic metre	MN.m	=	meganewton-metre
m <sup>3</sup> .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt
7. Rates submitted in the respective Schedules of Rates shall apply to Works Projects executed anywhere within the municipality. Saldanha Bay Municipality will only order those quantities of work items, which it actually requires for execution in a Works Project from time to time. The Employer reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.
8. The bill of quantities must be completed in full i.e. every line item including that of the Preliminary and General must be completed in full. Any line item left blank will render the

tenderer's bid non-responsive. If allowance for a line item is made provision for in another item, a R0,00 rate must be inserted in the rate and amount columns.

**Pricing schedule completed in writing and signed off will govern.**

**NON-COMPLETION OF THE ABOVE SECTIONS WILL RENDER THE BIDDER NON-RESPONSIVE.**

**SECTION 1:**

<b>ITEM NO.</b>	<b>PAYMENT</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE (Excl. VAT)</b>	<b>AMOUNT R</b>
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		
	1.1.2	Site Establishment - Offices, storage sheds, name boards, ablution/latrine facilities, etc	Sum	1		
		Time-Related Items				
	1.1.3	Contractual Requirements - company overheads, insurance, compliance with legislation, health and safety, etc.	Weeks	12		
		Operate and maintain facilities on site for the duration of the contract				
	1.1.4	Offices, storage sheds, name boards, ablution/latrine facilities, etc	Weeks	12		

	1.1.5	Supervision for duration of Construction	Weeks	12		
		Security of the Site				
	1.1.6	After working hours and over weekends and public holidays and during installation break between areas	Weeks	12		
		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, and the Construction Regulations, 2003.	Sum	1		
Total Carried Forward						R

**SECTION 2:**

<b>ITEM NO.</b>	<b>PAYMENT</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE (Excl. VAT)</b>	<b>AMOUNT R</b>
2.1	SABS 1200 C	<p>BILL NO. 2: SECURITY/PERIMETER FENCE AND GATES</p> <p>SUPPLY AND ERECT/INSTALL SECURITY/PERIMETER FENCE AND GATES IN COCHRANE MESH SYSTEM OR EQUIVALENT APPROVED</p> <p>TAPER LOCKING POST POST</p> <p>Post to be (embedded by 600mm or to be Base Plated) m, accommodated by panel height and or additions. Post shall be 2.4m   2.7m  3.0m  3.6m long Cochrane Taper Locking Post or equivalent. Post width shall be 85mm - tapering to 45mm with a depth of 85mm. Post shall include 'Locking Recess Mechanism' to secure panel edge. Post shall be sealed with a UV stabilized polymer cap. Post foundation shall be 600mm x 400mm 15Mpa concrete. Post finish shall be Galvanized, Polymetic 6000 coated or equivalent or Marine Fusion Bond coated.</p>				
	2.1.1	2400mm Long Post.	No.	10		
	2.1.2	2700mm Long Post.	No.	10		

	2.1.3	3000mm Long Post.	No.	10		
	2.1.4	3600mm Long Post.	No.	10		
		<p>MESH PANELS</p> <p>CLEARVU Panel or equivalent shall be of 3,305m width and 1.8m   2.1m   2.4m   3.0m in height. Panel aperture size (centres) shall be 76.2mm x 12.7mm Wire diameter will be minimum 3.50mm. The panel shall be reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands to enhance rigidity. Panel shall have 2 x 70° flanges along sides (internal fixtures- all fixtures shall be on the inside of fence line) Panel shall have 1 x 90° flange along top and 1 x 30° flange along toe (integrated rigid angle). Panel post shall have a flush panel post finish with no climbing aid. Panel shall be affixed to post over 48 line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts.</p> <p>(1.8m high will have 16 Single Bolts and 16 Tech Bolts, 2.1m – 2.7m high will have 8 Double Clamps, 8 Single Clamps and 24 Tech Bolts) Panel and fixtures shall be Galvanized, Polymetic 6000 coated or equivalent or Marine Fusion Bond coated.</p>				
	3.1.1	1800mm High Panels	No.	10		
	3.1.2	2100mm High Panels	No.	10		



	3.1.3	2400mm High Panels	No.	10		
	3.1.4	<p>3000mm High Panels</p> <p>Panel shall be of 3,305m width and 1.8m   2.1m   2.4m  3.0m in height.  PARKLAND Panel or equivalent aperture size (centres) shall be 76.2mm x 25mm.  Wire diameter will be minimum 3mm.  The panel shall be reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands to enhance rigidity.  Panel shall have 2 x 70° flanges along sides (internal fixtures- all fixtures shall be on the inside of fence line)  Panel shall have 1 x 90° flange along top and 1 x 30° flange along toe (integrated rigid angle).  Panel post shall have a flush panel post finish with no climbing aid.  Panel shall be affixed to post over 48 line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts. (1.8m high will have 16.    Single Bolts and 16 Tech Bolts, 2.1m – 2.7m high will have 8 Double Clamps, 8 Single Clamps and 24 Tech Bolts)  Panel and fixtures shall be Galvanized, Polymetic 6000 coated or equivalent or Marine Fusion Bond coated.</p>	No.	10		
	3.2.1	1800mm High Panels	No.	10		
	3.2.2	2100mm High Panels	No.	10		

	3.2.3	2400mm High Panels	No.	10		
	3.2.4	<p>3000mm High Panels</p> <p>Panel shall be of 3,305m width and 1.8m   2.1m   2.4m  3.0m in height. Econo Mesh Panel or equivalent aperture size (centres) shall be 76.2mm x 50mm. Wire diameter will be minimum 3.50mm. The panel shall be reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands to enhance rigidity. Panel shall have 2 x 70° flanges along sides (internal fixtures- all fixtures shall be on the inside of fence line) Panel shall have 1 x 90° flange along top and 1 x 30° flange along toe (integrated rigid angle). Panel post shall have a flush panel post finish with no climbing aid. Panel shall be affixed to post over 48 line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts. (1.8m high will have 16  Single Bolts and 16 Tech Bolts, 2.1m – 2.7m high will have 8 Double Clamps, 8 Single Clamps and 24 Tech Bolts) Panel and fixtures shall be Galvanized, Polymetic 6000 coated or equivalent or Marine Fusion Bond coated.</p>	No.	10		
	3.3.1	1800mm High Panels	No.	10		
	3.3.2	2100mm High Panels	No.	10		

	3.3.3	2400mm High Panels	No.	10		
	3.3.4	3000mm High Panels	No.	10		
		TOPPING OPTIONS				
	4.1.1	100mm high toughened steel Shark Tooth spike shall be affixed to panel edge, internally at 150mm intervals using Anti-vandal bolts. Spike finish shall be Hot Dipped Galvanized, Polymetic 6000 coated or equivalent or Marine Fusion Bond coated.	m	10		
	4.1.2	100mm high toughened steel Castle Spike shall be affixed to panel edge, internally at 150mm intervals using Anti-vandal bolts. Spike finish shall be Hot Dipped Galvanized, Polymetic 6000 coated or equivalent or Marine Fusion Bond coated.	m	10		
	4.1.3	450mm high Ripper Blade Concertina Coil shall be fixed to post as anti-climb topping.	m	10		
	4.1.4	730mm high Ripper Blade Concertina Coil shall be fixed to post as anti-climb topping.	m	10		
	4.1.5	930mm high Ripper Blade Concertina Coil shall be fixed to post as anti-climb topping.	m	10		
		ANTI-BURROW OPTIONS				
	5.1.1	600mm ClearVu mesh extension or equivalent shall be	m	10		

		secured to the panel's lower edge integrated angle.				
	5.1.2	500mm Ripper Flat Wrap shall be secured to the panel's lower edge integrated angle.	m	10		
	5.1.3	200mm Concrete (15 Mpa) Sill shall be secured to the panel's lower edge integrated angle.	m	10		
		GATES				
		SWING GATES				
		All connections and joints shall be welded to form rigid frames or assembled with corner fittings. Hinges shall not twist or turn under the action of the gate, shall be so arranged that a closed gate cannot be lifted off the hinges to obtain entry.				
	6.1	1200mm Single Leaf Swing Gate. Coated Wire Diameter 3.5mm. DESCRIPTION: - 1200mm wide gate including heavy duty hinges, 3.5mm dia. Galvanized wire with aperture size (centres) 76.2mm x 12.7mm. COATING:- Mesh Galvanized, then Marine Fusion Bond coated (acid modified)				
	6.1.1	1800mm High Gate	No.	1		
	6.1.2	2100mm High Gate	No.	1		
	6.1.3	2400mm High Gate	No.	1		

	6.1.4	3000mm High Gate	No.	1		
	6.2	1200mm Single Leaf Swing Gate. Coated Wire Diameter 3.5mm. DESCRIPTION: - 1200mm wide gate including heavy duty hinges, 3.5mm dia. Galvanized wire with aperture size (centres) 76.2mm x 25mm. COATING: - Mesh Galvanized, then Marine Fusion Bond coated (acid modified)				
	6.2.1	1800mm High Gate	No.	1		
	6.2.2	2100mm High Gate	No.	1		
	6.2.3	2400mm High Gate	No.	1		
	6.2.4	3000mm High Gate	No.	1		
	6.3	1200mm Single Leaf Swing Gate. Coated Wire Diameter 3.5mm. HEIGHT & DESCRIPTION: - 1800mm high x 1200mm wide gate including heavy duty hinges, 3mm dia. Galvanized wire with aperture size (centres) 76.2mm x 50mm. COATING: - Mesh Galvanized, then Marine Fusion Bond coated (acid modified)				
	6.3.1	1800mm High Gate	No.	1		
	6.3.2	2100mm High Gate	No.	1		
	6.3.3	2400mm High Gate	No.	1		

	6.3.4	3000mm High Gate	No.	1		
	6.4	5000mm Double Leaf Swing Gate. Coated Wire Diameter 3.5mm. DESCRIPTION: - 5000mm wide double leaf swing gate including heavy duty hinges. Hinges shall not twist or turn under the action of the gate, shall be so arranged that a closed gate cannot be lifted of the hinges to obtain entry, 3.5mm dia. Galvanized wire with aperture size (centres) 76.2mm x 12.7mm. COATING:- Mesh Galvanized, then Marine Fusion Bond coated (acid modified)				
	6.4.1	1800mm High Gate	No.	1		
	6.4.2	2100mm High Gate	No.	1		
	6.4.3	2400mm High Gate	No.	1		
	6.4.4	3000mm High Gate	No.	1		
	6.5	5000mm Double Leaf Swing Gate. Coated Wire Diameter 3.5mm. DESCRIPTION: - 5000mm wide double leaf swing gate including heavy duty hinges. Hinges shall not twist or turn under the action of the gate, shall be so arranged that a closed gate cannot be lifted of the hinges to obtain entry, 3.5mm dia. Galvanized wire with aperture size (centres) 76.2mm x 25mm. COATING:- Mesh Galvanized, then Marine				

		Fusion Bond coated (acid modified)				
	6.5.1	1800mm High Gate	No.	1		
	6.5.2	2100mm High Gate	No.	1		
	6.5.3	2400mm High Gate	No.	1		
	6.5.4	3000mm High Gate	No.	1		
	6.6	5000mm Double Leaf Swing Gate. Coated Wire Diameter 3.5mm. DESCRIPTION: - 5000mm wide double leaf swing gate including heavy duty hinges. Hinges shall not twist or turn under the action of the gate, shall be so arranged that a closed gate cannot be lifted of the hinges to obtain entry, 3.5mm dia. Galvanized wire with aperture size (centres) 76.2mm x 50mm. COATING:- Mesh Galvanized, then Marine Fusion Bond coated (acid modified)				
	6.6.1	1800mm High Gate	No.	1		
	6.6.2	2100mm High Gate	No.	1		
	6.6.3	2400mm High Gate	No.	1		
	6.6.4	3000mm High Gate	No.	1		

		<p><b>SLIDING GATES</b></p> <p>All connections and joints shall be welded to form rigid frames or assembled with corner fittings. All fittings, brackets and rear wheel tracks shall be standard manufactured products for the intended application.</p>				
	7.1	<p>6000mm Single Leaf Sliding Gate. DESCRIPTION: - 6000 mm wide gate including heavy duty rail, 3mm dia. Galvanized wire with aperture size (centres) 76.2mm x 12.7mm. COATING: - Mesh Galvanized, then Marine Fusion Bond coated (acid modified)</p>				
	7.1.1	1800mm High Gate	No.	1		
	7.1.2	2100mm High Gate	No.	1		
	7.1.3	2400mm High Gate	No.	1		
	7.1.4	3000mm High Gate	No.	1		
	7.2	<p>6000mm Single Leaf Sliding Gate. DESCRIPTION: - 6000mm wide gate including heavy duty rail, 3mm dia. Galvanized wire with aperture size (centres) 76.2mm x 25mm. COATING: - Mesh Galvanized, then Marine Fusion Bond coated (acid modified)</p>				
	7.2.1	1800mm High Gate	No.	1		
	7.2.2	2100mm High Gate	No.	1		



	7.2.3	2400mm High Gate	No.	1		
	7.2.4	3000mm High Gate	No.	1		
	7.3	6000mm Single Leaf Sliding Gate. DESCRIPTION: - 6000mm wide gate including heavy duty rail, 3mm dia. Galvanized wire with aperture size (centres) 76.2mm x 50mm. COATING: - Mesh Galvanized, then Marine Fusion Bond coated (acid modified)				
	7.3.1	1800mm High Gate	No.	1		
	7.3.2	2100mm High Gate	No.	1		
	7.3.3	2400mm High Gate	No.	1		
	7.3.4	3000mm High Gate	No.	1		
		WELDED RIPPER RAZOR MESH SECURITY PERIMETER BARRIERS				
		Razor Mesh produced out of high tensile steel reinforced Razor Wire product.				
		POST:				
		Post shall be pre-drilled for straining wire and bolting posts. Post finish shall be 'Galvanized'.				
	8.1	Straining Post - Post width shall be Nom 101mm x DN 101mm x 2mm with base plate and cap. Post shall be pre-drilled for straining wire and bolting posts.				

	8.1.1	2400mm Long Post.	No.	10		
	8.1.2	2700mm Long Post.	No.	10		
	8.1.3	3000mm Long Post.	No.	10		
	8.2	Supporting Stay Post - Post shall be sealed with a cap and fitted with a base plate. Supporting Stay Post width shall be Nom 50 mm x DN 50 mm x 2 mm.				
	8.2.1	2400mm Long Post.	No.	10		
	8.2.2	2700mm Long Post.	No.	10		
	8.2.3	3000mm Long Post.	No.	10		
	8.3	Intermediate Post - Post shall be pre-drilled for straining wire and bolting posts. Post width shall be Nom 50 mm x DN 50 mm x 2 mm.				
	8.3.1	2400mm Long Post.	No.	10		
	8.3.2	2700mm Long Post.	No.	10		
	8.3.3	3000mm Long Post.	No.	10		
	8.4	Y-Standards. Ribbed and Bitumen Dipped				
	8.4.1	2400mm Long Post.	No.	10		
	8.4.2	2700mm Long Post.	No.	10		
	8.4.3	3000mm Long Post.	No.	10		

		<p><b>RAZOR MESH PANELS</b></p> <p>Razor Mesh produced out of high tensile steel reinforced Razor Wire product. Allow in price for 3.15mm straining wire; 2.0mm binding wire; 80 no. Dovetail clips per panel and 2 clips per overlap and M10 x 125mm Nuts and Bolts. Post manufactured galvanized.</p>				
	9.1	<p>Panel shall be of 6 m width. Panel welded diamond aperture size (centres) shall be 300 mm x 150 mm. Panel finish shall be 'Galvanized'. (Post manufacture)</p>				
	9.1.1	1800mm High Panels	No.	10		
	9.1.2	2100mm High Panels	No.	10		
	9.1.3	2400mm High Panels	No.	10		
	9.2	<p>Panel shall be of 6 m width. Panel welded diamond aperture size (centres) shall be 300 mm x 75 mm. Panel finish shall be 'Galvanized'. (Post manufacture)</p>				
	9.2.1	1800mm High Panels	No.	10		
	9.2.2	2100mm High Panels	No.	10		
	9.2.3	2400mm High Panels	No.	10		
		<p><b>PALISADE FENCING</b></p> <p>All profiles, rails and posts to be hot dip galvanized. "V" profile pale sections are always</p>				

		to be used.				
	10.1	Steel palisade fence posts are hot-rolled IPE AA 100 sections implanted 600mm into the foundation. The top of the fence posts shall be 1.8m   2.1m   2.4m in high above ground level and shaped to a spearpoint.				
	10.1.1	2400mm Long Post.	No.	10		
	10.1.2	2700mm Long Post.	No.	10		
	10.1.3	3000mm Long Post.	No.	10		
	10.2	Fence panels to consist of two horizontal support rails of minimum 50 x 50 x 5mm hot-rolled equal angles and twelve vertical pales of minimum 40 x 40 x 3 mm hot-rolled equal angles welded on both sides to top and bottom supporting rails. All pales shall be shaped to a spearpoint. Fence panels shall be bolted to the fence posts with ø10mm stainless steel M12 cup square bolt with permacone tamper proof nut to be used for fixing horizontal rails. All steel work to be hot-dipped galvanised.				
	10.2.1	1800mm High Panels	No.	10		
	10.2.2	2100mm High Panels	No.	10		
	10.2.3	2400mm High Panels	No.	10		

		Gates - Palisade				
	10.3	Sliding gate for palisade fence (5 meter wide) (complete with rails and brackets) (manually opened) (All hot dip galvanized)				
	10.3.1	1800mm High Gate	No.	1		
	10.3.2	2100mm High Gate	No.	1		
	10.3.3	2400mm High Gate	No.	1		
	10.4	1.5-meter-wide pedestrian palisade gate with barrel bolt. (All hot dip galvanized)				
	10.4.1	1800mm High Gate	No.	1		
	10.4.2	2100mm High Gate	No.	1		
	10.4.3	2400mm High Gate	No.	1		
	10.5	Double leaf swing gates for palisade (2 x 3-meter-wide each) (manually opened) (All hot dip galvanized)				
	10.5.1	1800mm High Gate	No.	1		
	10.5.2	2100mm High Gate	No.	1		
	10.5.3	2400mm High Gate	No.	1		
		VIBRACRETE FENCING				

		Fencing				
	11.1.1	1.8 m high Vibracrete fence including poles	m	100		
	11.1.2	1.8 m high Vibracrete fence excluding poles (use existing poles)	m	100		
	11.1.3	2.1 m high Vibracrete fence including poles	m	100		
	11.1.4	2.1 m high Vibracrete fence excluding poles (use existing poles)	m	100		
	11.1.5	2.4 m high Vibracrete fence including poles	m	100		
	11.1.6	2.4 m high Vibracrete fence excluding poles (use existing poles)	m	100		
		Topping Options				
	11.2.1	Supply and erect 500 mm Razor flat wrap on top of fence or gates including brackets/extended arms and wire strand to secure flat wrap to fence	m	100		
	11.2.2	Supply and erect 500 mm Razor flat wrap on top of fence or gates excluding brackets/extended arms	m	100		
	11.2.3	Supply and erect 500 mm Barbed tape concertina (BTC) razor wire on top of fence or gates including brackets/extended arms and	m	100		

		wire strand to secure barbed tape to fence				
12.1	11.2.4	Supply and erect 500 mm Barbed tape concertina (BTC) razor wire on top of fence or gates excluding brackets/extended arms	m	100		
	11.2.5	Wall Spikes on fence or gates	m	100		
		PRECAST HOLLOW CORE WALLING				
		Fencing				
	12.1.1	Manufacturing, Supply, Installing and finishing of pre-cast hollow core walling with H beam columns and concrete footing: Height 2.4	m	100		
	12.1.2	Manufacturing, Supply, Installing and finishing of pre-cast hollow core walling with H beam columns and concrete footing: Height 3.6 m	m	100		
	12.1.3	Pre-cast hollow core slab 1.2 m H x 6 m L x 130 mm W	Item	10		
	12.1.4	152mm x 152mm x 6m Galvanised H beams	Item	10		
		Gates				
	13.1.1	Sliding Gate: 1700 mm high x 3000 wide	Item	1		
13.1	13.1.2	Sliding Gate: 2400 mm high x 3000 mm wide	Item	1		
	13.1.3	Sliding Gate: 1700 mm high x 5000 mm wide	Item	1		

	13.1.4	Sliding Gate: 2400 mm high x 5000 mm wide	Item	1		
14.1	13.1.5	Sliding Gate: 1700 mm high x 6000 mm wide	Item	1		
	13.1.6	Sliding Gate: 2400 mm high x 6000 mm wide	Item	1		
	13.1.7	Supply and erect 500 mm razor flat wrap on top of gate (Including brackets/extended arms and wire strand to secure flat wrap wire to)	m	3		
	13.1.8	Supply and erect 500 mm barbed tape razor wire on top of gate (Including brackets/extended arms and wire strand to secure flat wrap wire to)	m	3		
	13.1.9	Supply and install Wall Spikes on-top of sliding gate	m	3		
		Other				
	14.1.1	Excavation and clearance in soft material	m <sup>3</sup>	24		
	14.1.2	Excavation and clearance in hard material	m <sup>3</sup>	24		
	14.1.3	Excavation, clearance and ground moving on site only	m <sup>3</sup>	24		
	14.1.4	Removing excess excavated material from site	m <sup>3</sup>	24		
	14.1.5	Painting of wall	m <sup>2</sup>	50		
	14.1.6	Rock excavation	m <sup>3</sup>	4		
	14.1.7	Removal of Existing Fence (per running meter)	m	100		
	14.1.8	Removal of Existing Fence including poles (per running meter)	m	10		



	14.1.9	Removal of Existing Fence excluding poles (per running meter)	m	10		
15.1		Plant (Prov.) Supply plant, including operator, fuel, maintenance and pertinent "on cost" charges				
	15.1.1	Generator	hr	8		
	15.1.2	Breaker	hr	8		
	15.1.3	Rammer compactor	hr	8		
	15.1.4	3 ton Delivery truck	hr	8		
	15.1.5	Tipper Truck (3m <sup>3</sup> minimum)	hr	8		
	15.1.6	Tipper Truck (7m <sup>3</sup> )	hr	8		
	15.1.7	Front End Loader (Digger)	hr	8		
	15.1.8	1 Ton Bakkie (LWB)	hr	8		
	15.1.9	Crane truck with a minimum boom length of 15m	hr	8		
16.1		DIRECT LABOUR FOR REPAIRS, INSTALLATIONS, ETC.				
	16.1.1	ECSA Registered Professional Engineer	Hr.	16		
	16.1.2	Civil Technician	Hr.	16		
	16.1.3	Foreman (Normal hours)	Hr.	8		
	16.1.4	Artisan (Normal hours)	Hr.	8		
17.1		DIRECT MATERIAL \ ITEMS, ETC.				
	17.1.1	Equipment, material, components, etc.	Item	1	R 40,000	R 40,000
	17.1.2	Sundry material - _____% on the net cost of material excluding VAT. (Item 17.1.2)	Item	1		

	17.1.3	Allow _____% profit on the net cost of material excluding VAT. (Items 17.1.2 & 17.1.3)	Item	1		
Total Carried Forward to Summary						R

SALDANHA BY MUNICIPALITY  
 CONTRACT No  
 SUPPLY AND INSTALL PERIMETER/SECURITY FENCING AND GATES FOR  
 SALDANHA BAY MUNICIPALITY  
**SUMMARY**

SECTION	DESCRIPTION	TOTALS
	<u><b>SUMMARY</b></u>	
<b>1</b>	<b>SECTION 1: GENERAL - PRELIMINARY AND GENERAL</b>	
<b>2</b>	<b>SECTION 2: SUPPLY AND ERECT / INSTALL SECURITY / PERIMETER FENCE AND GATES</b>	
<b>SUB TOTAL EXCL. VAT AND CONTINGENCIES</b>		

**CONTINGENCIES**

**10  
%**

**SUB TOTAL EXCL. VAT AND INCL. CONTINGENCIES**

\_\_\_\_\_  
 =====

**15% VAT**

**15  
%**

**TOTAL INCL. VAT AND CONTINGENCIES**

\_\_\_\_\_  
 =====

# SCOPE OF WORK (Part C3)

**ALL Documents and Schedules MUST BE RETURNED (SUBMITTED) for the TENDER to be Evaluated.**

## **PART C3**

Part C3.1 Description of Works

## **PART A - DESCRIPTION OF WORKS – PART C3.1**

### **1. Scope of Work:**

The works proposed under this contract entails the following:

- Clearing of a vegetation strip along the fence line / Removal of existing fence;
- Supply all required materials to allow for a complete installation (i.e. post, panels, gates, nuts & bolts, etc.);
- The erection/installation of perimeter/security mesh fencing and various gates to the manufacturer's specifications; and
- Any other work arising out of or additional to the above requirements.

The Employer intends to appoint one tenderer (the highest ranked tenderer ("the winner")) for the allocation of work on a "winner-takes-all" basis. The tender will be evaluated on the final total to determine the successful tenderer. The award will however be based on the rates.

Contractor(s), once appointed and subject to operational requirements, will be invited to execute the Works by means of Works Projects within the municipality on a "winner-takes-all" basis, whereby the work will be offered and, if accepted, allocated to the highest ranked tenderer ("the winner") in the term. The contract however places no obligation on Saldanha Bay Municipality to award any work.

Each Works Project shall be in the value range of above R1 up to R3 000 000 (including contingencies and VAT, but excluding contract price adjustment, if applicable).

The contract period shall be for a period ending 30 June 2028.

### **2. Site Location**

The site is situated throughout the jurisdiction of Saldanha Bay Municipality and includes the towns of Vredenburg, Saldanha, Langebaan, Hopefield, St. Helena Bay, Paternoster and surrounds.

### **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 - Description of Works - General Conditions	Pages 84 – 94
PART B - Particular Specification	Pages 95 - 106
Occupational Health and Safety <b>Act (85/1993)</b>	See clause 16 Part A & SHEQ Specifications
<b>Drawings:</b>	
Typical Layouts	Palisade Fence

### 3.1 Works Identification

The works comprises of Supply and Install Perimeter / Security Fencing and Gates to Various Sites for Saldanha Bay for a period ending 30 June 2028.

The employer reserves the right to plan and effect individual Works Projects at its sole discretion.

The employer reserves the right to only order those quantities of work items which it actually requires for execution in a Works Project from time to time.

Each Works Project shall be in the value range of exceeding R1 and not exceeding R3 000 000 (including contingencies and VAT, but excluding contract price adjustment, if applicable). A 10% contingency will be added to each Works Project.

The Works Projects shall be executed within the Areas identified within the Saldanha Bay Municipalities municipal area.

The Works Projects shall be identified subject to availability of funding.

The procedures for the allocation of Works Projects are given below and are to be accompanied by the returnable documents as required in terms of the contract.

These procedures include the development of Works Project documents, applying the tendered rates in order to arrive at a financial offer(s), and allocating the Works Project to the appointed contractor(s).

The procedures are summarized under the stages below, wherein the employer shall

#### **Stage 1: Employer prepares Works Project document and sends it to the contractor appointed for the area**

- a) Select a Work Area within an Area for the execution of the Works Project;
- b) Prepare a Works Order document, including scope of works, proposed time frames and specifications therein;
- c) Issue works order document to contractor appointed as contractor for that area.

#### **Stage 2: Contractor arranges to inspect the works if necessary and prepares Works Project quotation document based on the items of work as included in this document**

- a) Arrange a Works Project meeting on the request of the contractor to inspect the required works at the site where it will be required;
- b) Make available to the contractor the site where the works is to be carried out for the contractor to inspect the works and carry out any measurements and/or investigations that may be required;

- c) Conduct the Works Project meeting, including discussing any issues the contractor may have (this may result in changes being made to the Works Project document that will be prepared after quotation verification is received from the contractor.
- d) Receive any clarification notices from contractor timeously.

**Stage 3: Contractor submit Works Project quotation documents and Employer prepares Works Project document indicating the final conditions agreed upon for the Works Project**

- a) Receive the Works Project quotation document from the contractor;
- b) Tests information in the Works Project quotation document to the items of work and prices included in this document, and to the work that is required under the Works Project;
- c) Prepares Works Project document in which all conditions for the execution of the Works Project as it was agreed upon, is recorded;
- d) Arrange for signing off the Works Project document with the contractor.

**Further details of the procedures under the above stages are given below:**

**Stage 1**

As and when the Employer requires work to be executed in a Works Project the Employer shall prepare a Works Order document to be issued to the contractor appointed for that area. The Works Order document shall specify, inter alia, the nature, location(s), extent, scope of work, proposed programme and contract period for the work required.

The Employer shall contact the contractor and ensure that the Works Order document is issued to the contractor that is appointed for the area within which the work falls.

**Stage 2**

The Employer shall arrange a meeting with the contractor at the site where the works is to be carried out, when such a meeting is requested by the contractor. The Employer will be required to answer any queries the contractor may have relating to the required work, application of the billed items, etc.

The Employer will also make any arrangements as required by the contractor to enable the contractor to carry out any measurements of the required work, or any investigations that the contractor may require to be carried out at the site where the works is planned to take place.

**Stage 3**

The contractor shall prepare a Works Project quotation document and submit this to the Employer. The Works Project quotation document shall indicate the application of the billed items required in order to complete the work by separately indicating the rates as tendered as well as the applicable quantities of the items of work that will be required.

The Works Project quotation document will also include proposed amendments to the time frames as it was included in the Works Order document prepared by the Employer.

The Employer will verify the information in the Works Project document with the items of work and prices that was included in the Schedules of Rates. The Employer will also be required to verify the quantities for the works that was included in the contractor's Works Project quotation document by comparing these quantities to the actual work that was required from the contractor. The employer will determine if amended timeframes, if proposed by contractor, is acceptable.

The Employer will then prepare a Works Project document which will include all of the conditions as agreed between the contractor and Employer.

The Works Project document will include the total value of the works included under the Works Project (sum of the rates as included in the Schedules of Rates, multiplied by the required quantities for the work to be carried out), the agreed time frame for the completion of the works and the applicable specifications as applicable to the Works Project. 10% Will be added to the agreed total to allow for any contingencies. CONTINGENCIES IS ONLY TO ALLOW FOR UNFORSEEN EXTRA WORK, IF ANY AND WHEN THE PROJECT MANAGER HAS ISSUED A WRITTEN SITE INSTRUCTION.

The Employer will then arrange for the contractor to sign the Works Project document to indicate that the contractor accepts the conditions as stipulated therein to be the conditions applicable to the Works Project and the conditions to which the contractor binds itself for the completion of the works under the Works Project.

Commencement date for the Works Project will be the date when the contractor receives the Saldanha Bay Municipalities official purchase order. This date will indicate the starting period and the completion of the works as agreed upon with the contractor.

### **3.2 Site description**

The site(s) are located within the Saldanha Bay Municipal boundary as defined in each Works Project.

### **3.3 Drawings**

Drawings, if applicable, may be provided at works project stage if available.

### **3.4 Contractor to acquaint himself with site conditions**

Sites are normally in operation and the contractor shall acquaint himself with the site and the conditions on site. The minimum or no disruption to service shall be planned for and the contractor shall commit himself to this.

The contractor shall include everything necessary whether specified in detail or not to carry out the work and complete the contract. No claim will be recognized or considered after submission of price on the grounds of lack of knowledge or site conditions or limitations.



3.5 Site access is to be given five (5) working days after receipt of ALL contractual documentation required by the contract.

3.6 Period for the commencement of the work after the contractor takes possession of the site is required within three (3) working days.

**Typical Clauses to be included into the 'Works Order Document':**

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

The Employer and the contractor 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 each 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 weekends.

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 (i.e. maximum two) may without the 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 road's 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 12 months excluded – see Clause 6), however, this time should not exceed the time agreed to with the successful tenderer for each order issued. This period shall be inclusive of weekends, public holidays and statutory holiday periods.

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 10 years, from the date of completion of work, and this will include maintenance work as required by the contractor, as and when necessary. A guarantee certificate for each completed project must be issued by the manufacturer of the product.

## **7. Setting Out of the Work**

The boundary of the site (which line determines the position/location along which the fencing must be erected/installed, and gates placed) 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\fence\Gates 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 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 (with Works Order Document)

The Contractor shall submit his detailed construction program within three (3) 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.

#### 8.3.4 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 may be made available for the purpose of construction/installation of the works only.

The water shall be used conservatively and if not, this privilege shall be removed and the 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., and/or collection of water as required. Water, if not available on a site must for the cost of the contractor be collected at a designated point by the contractor.

**10. Electricity Supply**

Electricity will not be made available to the Contractor.

**11. Ablutions**

Contractor to provide and maintain own ablution/latrine facilities for the total duration of the project. Ablution/latrine facilities should be moved as the work progresses to allow for the easy access thereof by workers on site.

**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. Works to be Left Tidy**

During the construction of the works, the site shall always be kept in a neat and tidy condition. The Project Manager may order the Contractor to stop all work, until such time as, in his opinion, this condition has been observed.

**15. Personnel Restrictions**

All personnel are always to be kept under strict supervision. Supervisors will be held responsible for ensuring that no one enters any adjacent buildings or private property and that no interference with any other task being carried out on the property occurs.

**16. Workmanship**

The installation shall be completed with the best workmanship expected for the Trade, to the requirements of the manufacturer and the satisfaction of the Project Manager.

Should any material or workmanship not be to the satisfaction of the Project Manager, it shall be rectified at the cost of the Contractor. Only competent artisans shall be employed to complete the Installation. Inspection and approval by the Project Manager shall not release the Contractor from the responsibility to complete the Installation in a correct and sound workmanlike manner.

**17. Working Outside Normal Working Hours**

Normal working hours are between 07:45 and 16:30 Mondays to Thursday and Friday 07:45 – 15:00.

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.

#### **18. Escalation**

Tenders are requested to quote firm prices effective from commencement date of the contract. The pricing shall be fixed from closing date of the tender until 30 June 2027, whereby price increases will be allowed. If there is an increase in the fixed rate the successful bidder must provide signed documentary proof of any increase and reasons thereof. The escalation may not exceed 15% per annum. Price increases will be allowed from 01 July 2027. Pricing available to increase as negotiated as per CIPI. The municipality reserves the right to accept or decline the amendment of the quoted fixed rate based on affordability.

#### **19. 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.

#### **20. Insurance**

The successful Contractor shall within ten (10) working days provide proof of the following Insurances being in place:

- Public Liability (R 5 M)
- Employers' common law liability, plant, tools, equipment and other temporary structures.
- Motor Vehicle Liability Insurance

The Contractor will not be allowed to start any work without the afore-mentioned insurance(s) being in place.

#### **21. 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 must 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 must 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.

#### 20.1 Damage to Saldanha Bay Municipality's Assets and Liability

Saldanha Bay Municipality will not provide any insurance.

#### 20.2 Act 85

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

#### 20.3 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.

### **HEALTH AND SAFETY FILE:**

**A detailed Health and Safety file is to be compiled and be submitted for approval within five (working days) of issuing the purchase order to the contractor. A site access certificate will only be issued once the file has been approved by the Safety Manager of Saldanha Bay Municipality.**

The Health and Safety file will contain the following minimum documentation;

- Letter of Good standing
- All appointments
- SHE Plan approved by client
- Risks Assessments
- Method Statements
- Induction Training
- Equipment maintenance and inspection records
- PPE Issue control sheet
- Training Records

This file will be kept on site and must always be available to SBM and Department of Labour

At completion of contract, the Health and Safety file will be included in the consolidated file and it will be handed over to the SBM representative (Project leader/SHE Official).

The contractor before doing any work on site must consult the municipal Health and Safety representative to arrange for the induction of his employees;

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

## **22. WAYLEAVES, PERMISSIONS AND PERMITS**

The Contractor shall be responsible for obtaining all of the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on Site, and shall ensure that any wayleaves, permissions or permits obtained by the Employer prior to the award of the contract are transferred into the Contractor's name.

The Contractor shall abide by any conditions imposed by such wayleaves, permissions or permits.

The Contractor shall ensure that all wayleaves, permissions and permits are kept on site and are available for inspection by the relevant service authorities on demand.

The Contractor shall also ensure that any wayleaves in respect of electricity services are renewed timeously every three months.

## **23. Compliance**

All work to strictly comply with the National Building Regulations, SANS Codes and any other relevant regulations / standards / specifications / etc and good building / industry practice.

## **24. Contingencies**

Allowance for unforeseen extra work, if any and when the Project Manager has issued a written site instruction. A 10% contingency will be added to each Works Project.

## **PART B - DETAILED SPECIFICATIONS AND COMPLIANCE STATEMENTS**

### **Detailed specification:**

#### **Supply and Install Perimeter / Security Fencing and Gates to Various Sites for Saldanha Bay Municipality for a period ending 30 June 2028**

### **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 too from 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 (brand) names and catalogue references have been used in these Specifications to specify a product, Tenderers must tender on that particular product specified (or equivalent), (i.e. Contractors are required to price the provided schedule of rates. 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 equivalent material(s)/design other than what is specified. Equivalent material(s)/design 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 equivalent should be provided to confirm its suitability as a like equivalent.**

Where such written authority is given by the Project Manager 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:**

This specification covers material requirements and installation of security/perimeter fencing and gates, for the various projects within Saldanha Bay Municipality.

The works proposed under this contract entails the following:

- Clearing of a vegetation strip along the fence line / Removal of existing fence;
- Supply all required materials (i.e. post, panels, gates, etc.);
- The erection/installation of perimeter/security mesh fencing and various gates to the manufacturer's specifications; and
- Any other work arising out of or additional to the above requirements.

### **2. References Codes and Standards**

- 2.1 CSIR;
- 2.2 S A B S



CSIR Test	980289, 050036, 050056, T09998
SABS Test	2536/YM139

## 2.3 National Building Regulations

### 3. Submittals (i.e. required with each order)

- Certificate of compliance for materials and coatings.
- Shop drawing for gates.
- Submittal requirements are identified within the Specification.
- Quality control program shall be submitted to the Project Manager for review prior to commencement of any work.
- Guarantee certificates.
- Local Content thresholds if applicable.

### 4. Products – Perimeter/Security Mesh Fence and Gates

#### 4.1 General

- All steel materials shall be of good commercial quality, hot dipped galvanized steel.
- All pipes shall be hot dipped galvanized, one piece without joints. Furnish moisture proof caps for all posts.
- Zinc coating shall be smooth and essentially free from lumps, globs, or points.
- Miscellaneous material shall be hot dipped galvanized.
- Materials supplied shall be of proper size, shape(s), colours and/or other requirements.

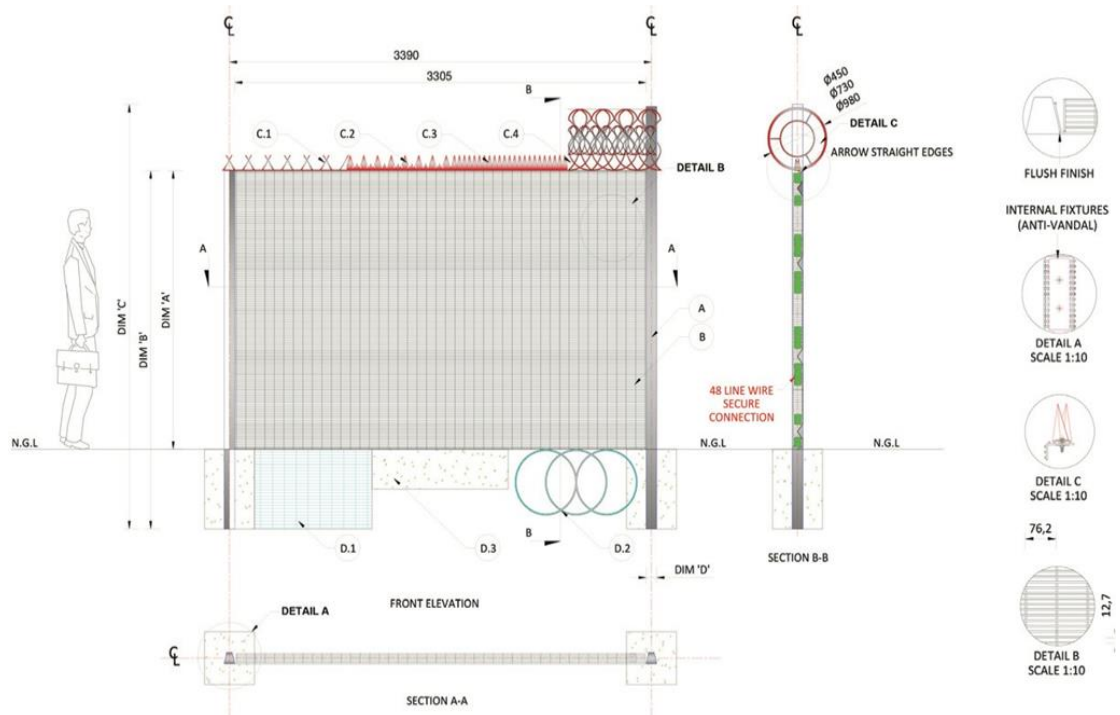
#### 4.2 Pricing and Equivalent Offers

The Tenderer is required to acquaint himself with the contents of the tender and the price must be based on all the documents enclosed herewith.

Tenderers may, apart from their main offer based fully on the tender specifications, submit an or equivalent offer/proposal, clearly identified as such and accompanied by detailed supporting documentation and explanation of the benefits to be gained from acceptance of the equivalent offer/proposal. No equivalent material/products will be considered once awarded.

In cases where materials and/or items not covered in the tender document must be obtained for the maintenance, repair, supply, and installation of fencing products and materials, the successful bidder is required to obtain three independent quotes for such items from bona fide approved suppliers. One of these quotes must be sourced from a supplier designated or provided by Saldanha Bay Municipality. The successful bidder shall present all three quotes to the representative of Saldanha Bay Municipality for approval prior to the procurement and use of these materials and/or items.

By submitting this tender, the Tenderer is deemed to have acquainted himself with all the terms and conditions of contract.



### 4.3 Description of Fencing System

#### 4.3.1 Post:

- Post to be (embedded by 600mm or to be Base Plated) m, accommodated by panel height and or additions.
- Post shall be 2.4m | 2.7m | 3.0m | 3.6m long Cochrane Taper Locking Post or equivalent.
- Post width shall be 85mm - tapering to 45mm with a depth of 85mm.
- Post shall include 'Locking Recess Mechanism' to secure panel edge.
- Post shall be sealed with a UV stabilized polymer cap.
- Post finish shall be Galvanized, Polymetic 6000 or equivalent coated or Marine Fusion Bond coated.

#### 4.3.2 Panels:

##### - Full Panels

- Panel shall be of 3,305m width and 1.8m | 2.1m | 2.4m | 2.7m | 3.0m in height.
- Panel aperture size (centres) shall be 76.2mm x 12.7mm | 76.2mm x 25mm | 76.2mm x 50mm.
- Wire diameter will be minimum 3.5mm.
- The panel shall be reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands to enhance rigidity.
- Panel shall have 2 x 70° flanges along sides (internal fixtures- all fixtures shall be on the inside of fence line)
- Panel shall have 1 x 90° flange along top and 1 x 30° flange along toe (integrated rigid angle).
- Panel post shall have a flush panel post finish with no climbing aid.

- Panel shall be affixed to post over 48-line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts. (1.8m high will have 16 Single Bolts and 16 Tech Bolts, 2.1m – 2.7m high will have 8 Double Clamps, 8 Single Clamps and 24 Tech Bolts)
- Panel and fixtures shall be Galvanized, Polymetic 6000 coated or equivalent or Marine Fusion Bond coated.

#### **4.3.3 Topping Additions (if required).**

- A 100mm high toughened steel Shark Tooth spike shall be affixed to panel edge, internally at 150mm intervals using Anti-vandal bolts. Spike finish shall be Hot Dipped Galvanized, Polymetic 6000 coated or equivalent or Marine Fusion Bond coated.
- A 100mm high toughened steel Castle Spike shall be affixed to panel edge, internally at 150mm intervals using Anti-vandal bolts. Spike finish shall be Hot Dipped Galvanized, Polymetic 6000 coated or equivalent or Marine Fusion Bond coated.
- A 450mm | 730mm | 930mm high Ripper Blade Concertina Coil shall be fixed to post as anti-climb topping.
- A 450mm | 730mm | 980mm high Ripper Smart Coil shall be fixed to post as anti-climb topping.
- A 500mm | 700mm | 900mm high Ripper Flatwrap shall be fixed to post as anti-climb topping.
- A 300mm | 400mm | 500mm | 600mm deep 'under-dig' shall be secured to the lower edge integrated angle.

#### **4.3.4 Anti-Burrow Options (if required).**

- A 600mm ClearVu mesh extension or equivalent shall be secured to the panel's lower edge integrated angle.
- A 500mm Ripper Flat Wrap shall be secured to the panel's lower edge integrated angle.
- A 200mm Concrete Sill shall be secured to the panel's lower edge integrated angle.

#### **4.3.5 Fence Corner Configuration.**

- The fence configuration should not have any sharp corners and all angles at changes of direction should be a minimum of 130 degrees.

### **4.4 Gates**

#### **4.4.1 Swing Gates**

- Gate Size: To be confirmed Double or Single leaf.
- All connections and joints shall be welded to form rigid frames or assembled with corner fittings.
- Hinges shall not twist or turn under the action of the gate, shall be so arranged that a closed gate cannot be lifted off the hinges to obtain entry.

#### **4.4.2 Sliding Gates**

- Gate Size: To be confirmed Double or Single leaf.
- Gate frame fabrication and miscellaneous items shall be similar to Swing Gates.
- All fittings, brackets and rear wheel tracks shall be standard manufactured products for the intended application.

## 5.5 Welded Ripper Razor Mesh Security Perimeter

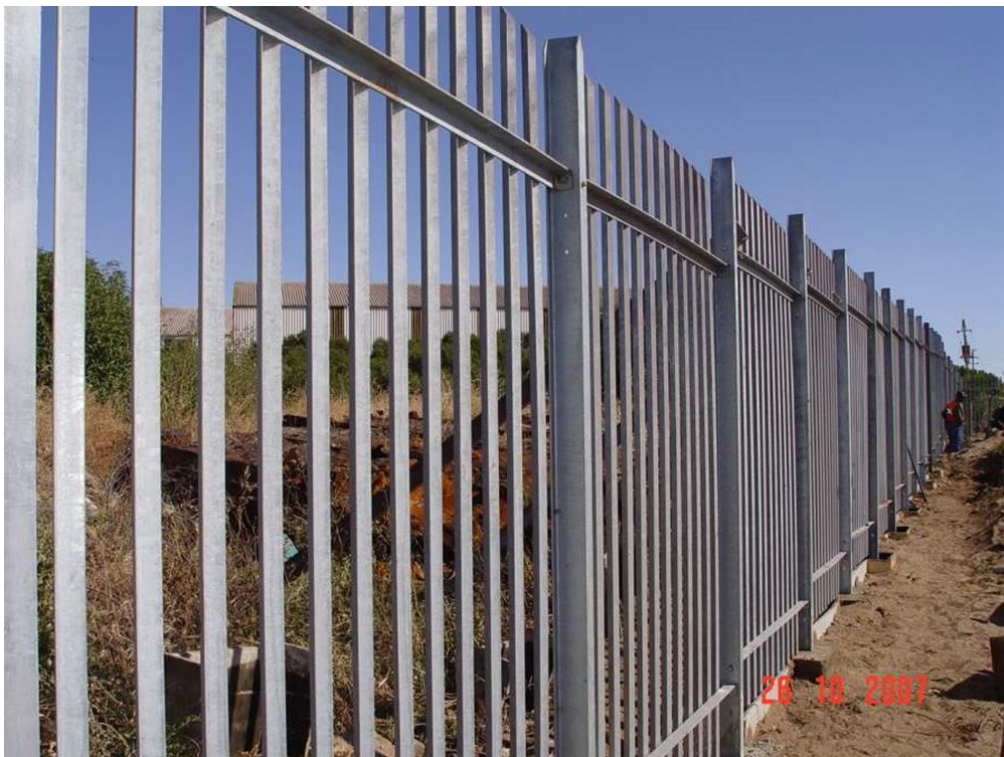
### 5.5.1 Post:

- Post shall be 2.4m | 2.7m | 3.0m long Cochrane Straining Post or equivalent.
- Post width shall be Nom 101mm x DN 101mm x 2mm with base plate and cap. Post shall be pre-drilled for straining wire and bolting posts.
- Post shall be sealed with a cap and fitted with a base plate. Post shall be 2.4m | 2.7m | 3.0m long Cochrane Supporting Stay or equivalent.
- Post width shall be Nom 50 mm x DN 50 mm x 2 mm.
- Post shall be pre-drilled for straining wire and bolting posts. Post shall be 2.4m | 2.7m | 3.0m long Cochrane Intermediate Post or equivalent.
- Post width shall be Nom 50 mm x DN 50 mm x 2 mm.
- Post shall be pre-drilled for straining wire and bolting posts. Post finish shall be 'Galvanized'.

### 5.5.2 Panel:

- Panel shall be of 6 m width and 1.8m | 2.1m | 2.4m in height.
- Panel welded diamond aperture size (centres) shall be 300 mm x 150 mm. Panel finish shall be 'Galvanized'. (Post manufacture)

## 5.6 Palisade Fencing



- 5.6.1** All profiles, rails and posts to be hot dip galvanized. "V" profile pale sections are to be used at all times. The steel palisade fence posts are hot-rolled IPE AA 100 sections to be implanted 600mm into the foundation. The top of the fence posts shall be 1.8m | 2.1m | 2.4m in height above ground level and shaped to a spearpoint.

A typical fence panel consist of two horizontal support rails of 50 x 50 x 5mm hot-rolled equal angles and twelve vertical pales of 40 x 40 x 3 mm hot-rolled equal angles welded on both sides to top and bottom supporting rails. All pales shall be shaped to a spearpoint. Fence panels shall be bolted to the fence posts with ø10mm stainless steel M12 cup square bolt with shear / permacone tamper proof nut to be used for fixing horizontal rails. Fence panels as per specification.

The thread of all bolts projecting beyond the nuts to be “damaged” once fastened as additional security measure.

The contractor shall excavate, for the foundations, in all material to the dimensions shown on the drawing. The contractor shall provide the necessary wooden formwork to box out the concrete footings to the dimensions shown if required. The contractor shall provide his own stays to stay the fence.

The pales shall commence a maximum of 50 mm above the top of the concrete panel or natural ground level at the lowest point.

Foundation detail for steel palisade fence posts shall be as per specification.

Concrete used for the new foundations shall have minimum cube strength of 20 Mpa/19mm at 28 days.

#### **5.6.2 Concrete Panels:**

A minimum 40mm thick x 300mm deep x 1440mm wide concrete panel shall be placed in the ground along the steel palisade fencing. The panel shall be positioned with the top level being 50 mm above natural ground level.

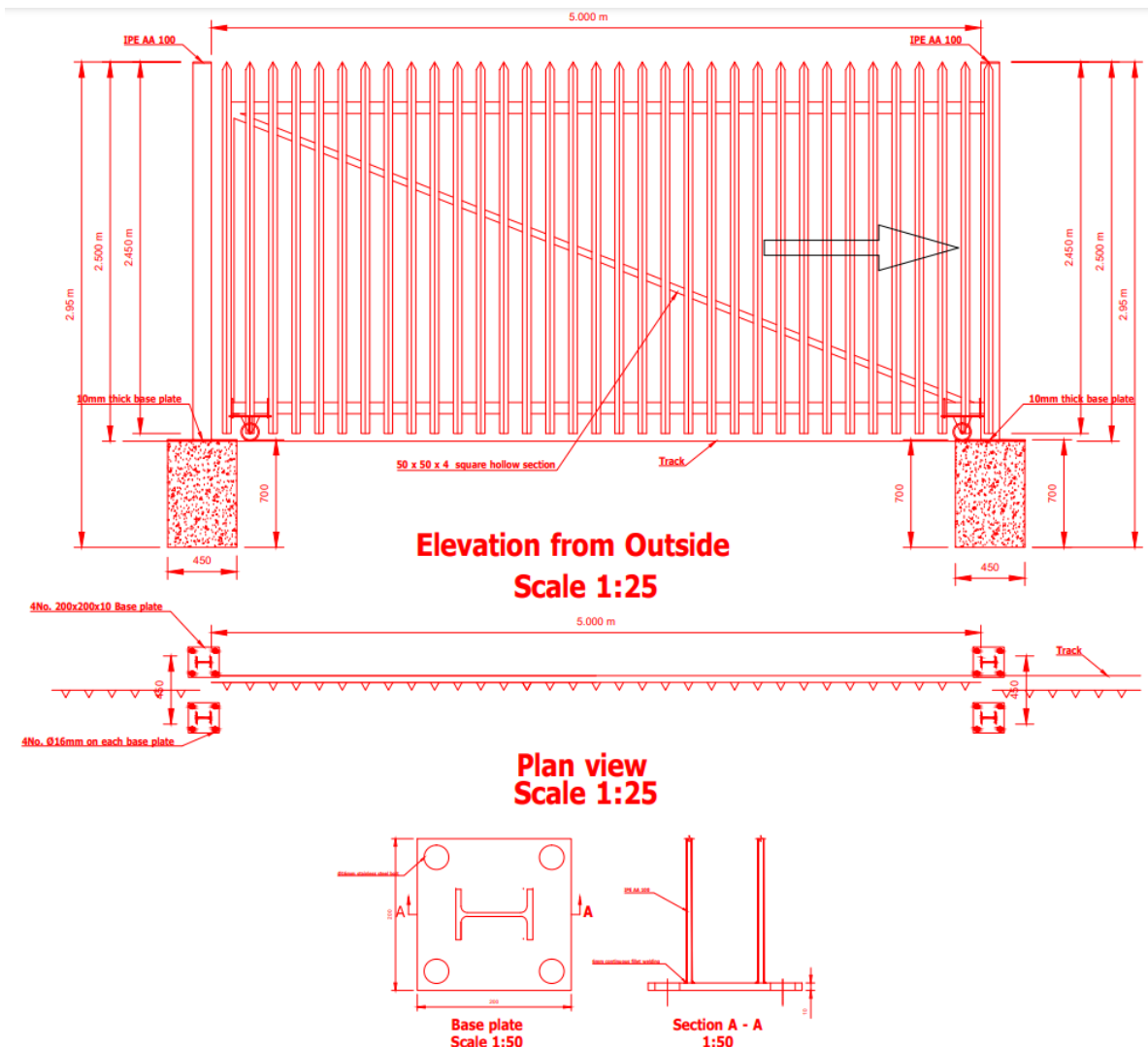


#### **5.6.3 Palisade Gates (All Hot dip galvanized):**

- Sliding Gate: 5-meter-wide, Height: 1.8-meter, 2.1 meter or 2.4 meter. The main frame of the sliding gate is 80x80x4mm box beam. Vertical palisade bars are placed 110mm apart from each other. The buttresses are manufactured from 80x80x3mm box beams. 4 Polyamide rollers to keep the gate vertical and in line. Buttresses to be fixed to concrete footings by steel anchors.

- Double leaf swing gates: 2 x 3 meter wide. Height: 1.8-meter, 2.1 meter or 2.4 meter. Vertical palisade bars are placed 110mm apart from each other. Provision must be made for a barrel bolt and drop bolts.
- Pedestrian gate: 1.5 meter wide. Height: 1.8-meter, 2.1 meter or 2.4 meter. Vertical palisade bars are placed 110mm apart from each other. Provision must be made for a barrel bolt.

Typical palisade sliding gate layout:



## 5.7 Vibracrete Fences

- Post and plain slabs to comply with requirements for erecting vibracrete fences 1.8m, 2.1m and 2.4m high.
- Poles to be planted in concrete and left to cure before slabs are placed.
- Slabs and post to have suitable reinforcing inside.
- Standard slab sizes: 1440mm (Length) x 300mm (Height) x 40mm (Thick)
- Standard poles sizes:
  - o For 1.8m fence pole lengths: 2400mm
  - o For 2.4m fence pole lengths: 3000mm
- Foundation Sizes – 15mpa Concrete
  - o For 1.8-meter-high walls: 300mm(L)x300mm(W)x600mm(D).
  - o For 2.1-meter-high walls: 400mm(L)x400mm(W)x 600mm(D)



- For 2.4-meter-high walls: 400mm(L)x400mm(W)x600mm(D)
- In the pricing schedule item 11.1.1 to 11.1.6 we require service providers to supply individual items on as and when basis.

## 5.8 PRECAST HOLLOW CORE WALL



### 5.8.1 General

- Price for the wall per meter will include manufacturing, supply and installation of the hollow core slab and column including the excavation and placing of the concrete column footing. Also including the grouting of joints between slabs and the columns.
  - Service Provider to supply rate per meter of wall for the complete design of wall panels, steel columns and concrete footings and approved by an ECSA registered professional civil engineer. Investigation must also be done to ensure that the underground condition per column footing has a bearing capacity of at least 150kPa or as per the specific wall height requirement.
  - The approved engineer's certificate in item a.
- (ii) must be issued to the client before commencement of installation of the wall.
- Panels must be manufactured in accordance to strict quality procedures compliant with ISO 9001:2015 or Equivalent.
  - The contractor must provide a crane truck with a minimum boom length of 15m to off-load and install the wall. This cost should be included in the wall price per meter.
  - Minimum mechanical excavations and levelling required for crane truck for off- loading and erecting of fence should be included in the price.
  - Major excavations and/or ground clearance/moving required on site to erect the fence will be dealt with under a separate rate in Pricing Schedule under item 14.1.1-14.1.9
  - Painting and/or additional finishing options of the wall will be cost separately under item 17.1 This will include texture paint with standard preparation including grouting of pin or blow holes and flexible sealant over the joints.

- Areas where fence was erected will be properly cleaned and levelled-off against the wall slab on both sides of the fence. This will be included in the price per meter for the wall.

### **5.8.2 Wall Slabs**

-Slabs will be a slip formed, 130mm nominal thickness, precast, pre-stressed hollow core wall slab. Slab size approximately 1.2m height x 6,0m long x 130mm width.

-Minimum concrete compressive strength of 50 Mpa at 28 days.

-Reinforced with two layers of 5mm diameter triple indented low relaxation, 1860 Mpa pre-stressed wires.

-Total wall heights will be 2,4m or 3,6m with 0,4m of slab buried below NGL to prevent under borrowing.

-Slab will be have at least one smooth finishing side and installed facing outwards unless otherwise requested.

### **5.8.3 Columns**

-Wall slabs to be installed between galvanised 152mmx152mmx6m H Section steel columns @ 6m centre to centre or as designed by the professional engineer. No cutting or welding on galvanised columns to be allowed. Columns to be cast into reinforced concrete pad footing of 35 Mpa at 28 days as per design sized by registered professional engineer for the specific wall height.

### **5.8.4 Gates**

a) Gates used to enclose the final wall perimeter will be from the sliding gate items under 13.1.1-13.1.6

## **5. Execution**

### **Mesh Fence and Gates:**

#### **5.1 General**

- Install all fencing and gates in accordance with the drawings, specifications, instructions, and at specified lines and grades indicated. Line posts shall be spaced at prescribed intervals. Terminal posts shall be set at abrupt changes in vertical and horizontal alignment.
- All structural steel at the site must be stored and handled in such a way that it is kept clean and not subject to damage or excessive stress.

#### **5.2 Post**

- Post holes shall be cleared of loose material. Waste material shall be spread where directed by Engineer. The ground surface irregularities along the fence line shall be eliminated to the extent necessary.
- Posts shall be set plumb and follow the indicated alignment. All posts shall be set to the depth indicated on the design documents. Concrete shall be thoroughly consolidated around each post, free of voids, and finished with a domed shaped surface, with the base of dome at grade elevation. Concrete shall be allowed to cure prior to installing any additional components to the posts.
- Concrete footings shall be carried down to at least the depth indicated on the design documents and shall not be smaller than the dimensions shown.



- Where a rock layer is encountered within the required depth to which the post is to be erected, a hole of a diameter slightly larger than the largest dimension of the post may be drilled into the rock and the post grouted in. Then the regular concrete footing shall be placed between the top of the rock and the top of the footing elevation as shown on the design documents. Posts shall be approximately centred in their footings. All concrete shall be placed promptly and consolidated by tamping or other approved methods.
- Where the ground is firm enough to permit excavation of the post hole to neat lines, the concrete may be placed without forms by completely filling the hole. Curing may be achieved by covering the concrete with not less than 100mm of loose moist material immediately after placing concrete, or by using a curing compound. All excess material from footings, including loose material used for curing, shall be disposed of as directed in this document or by the Project Manager.
- Where the ground cannot be satisfactorily excavated to neat lines, forms shall be used to place concrete for footings. Under these conditions the earth and forms coming in contact with the concrete shall be moistened and all ponded water shall be removed from the hole prior to placing concrete. When forms are removed, the footing shall be backfilled with moistened material, and thoroughly tamped. The top of the concrete shall then be covered with not less than 100mm of loose moistened material or use curing compound if the 7-days cure is not completed. All excess material from footings, including loose material used for curing, shall be disposed of as directed.

### **5.3 Gates**

- Gates shall be installed at the locations shown. Hinged gates shall be mounted to swing as indicated. Latches, stops, and keepers shall be installed as required. Slide gates shall be installed as recommended by the manufacturer.

### **5.4 Adjusting**

- Gate: Adjust gate to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- Lubricate hardware and other moving parts.

## **6. Delivery, Storage and Handling**

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

## **7. Quality conformance**

Only new materials of first-class quality shall be used and be approved by the Employer prior to installation. Wherever applicable the material is to comply with the relevant South African Bureau of Standards, specifications, or to British Standard Specifications, where no SABS Specifications exist. Materials wherever possible, must be of South African manufacture and shall bear the SABS mark of approval. Samples maybe requested if required before award.

### **a. Quality Standards:**

- (i) Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equivalent/equal/similar item will be considered, provided that the Tenderer specifies the brand name(s) and submits full specifications. **If the full set of specifications of the equivalent item is not submitted, the item will not be evaluated and will not be considered for award.**
- (ii) In the event the Municipality elects to accept an equivalent item purported to be equivalent/similar by the Tenderer, the Municipality may request the tenderer to provide samples of the equivalent offered for testing and inspection. Acceptance of the item(s) will be conditional on such inspection and testing after receipt.

## **8. Calling for Samples**

The Project Manager may call for samples of equipment, fittings or parts offered to be submitted. The contractor shall confirm the availability of such fittings and/or equipment. The approval of these fittings shall in no way reduce the Contractor 's liability to provide a complete and proper installation of the highest quality.

Unless otherwise stated in writing all equipment supplied by all parties shall be new and unused. Materials and equipment used in the Installation, shall be new and the best of their respective kinds and shall be installed to the satisfaction of the Project Manager. The Project Manager may, at any time during the installation, request the Contractor to submit samples of all equipment and materials to him for his approval and inspection.

All material, where applicable, shall conform in respect of quality, manufacture, tests and performance, with the requirements of the SABS and other approved applicable standards. All material shall as far as possible be manufactured in S.A. All material shall be suitable for the appropriate site conditions. All imported materials shall comply with the requirements of the SABS or other approved applicable standards otherwise stated in writing all equipment supplied by all parties shall be new and unused.

## **9. Uniformity**

All items of the same type of equipment shall where possible be of the same make and type throughout the installation to ensure interchange ability and uniformity.

Parts and pieces of equipment belonging logically together shall be from the same supplier.

## **10. Inspections and Tests**

The Principal Agent / Project Manager shall, at his discretion, call for factory tests and to witness such tests on major pieces of equipment. Should any test or inspection be required outside the Saldanha Bay Municipal area the contractor shall allow in the tender price for all costs (travel, accommodation, subsistence, etc.) for one person to attend.

Test certificates shall be submitted regardless of such inspections or witness of tests having taken place. The fact that the plant and equipment have satisfactorily passed any test shall in no way lessen the responsibility of the Contractor to obtain the same results after it has been installed and commissioned.

Copies of the test certificates shall be bound in the operating and maintenance manuals submitted at handover of the equipment. In the event that tests fail the Contractor shall be required to perform such tests again at his own cost.

The cost of the Principal Agent / Project Manager, or his representative, to witness the re-test shall be for the Contractor's account.

#### **11. Installation**

All material to be installed/applied in strict accordance with the manufacturer's instruction/requirements.

#### **12. Contingencies**

A 10% contingency will be added to each order to allowance for unforeseen extra work, if any and when the Project Manager has issued a written site instruction.

**ANNEXURE 1**

**AUTHORITY OF SIGNATORY**

## **ANNEXURE 2**

### **PREVIOUS EXPERIENCE (REFERENCES)**

## **ANNEXURE 3**

### **MUNICIPAL INFORMATION**

**ANNEXURE 4**

**CONTRACTOR'S CERTIFICATE OF  
REGISTRATION WITH CIDB**

**ANNEXURE 5**

**B-BBEE STATUS LEVEL**



**ANNEXURE 6**

**CONFIRMATION OF CENTRAL SUPPLIERS  
DATABASE (CSD) REGISTRATION**

**ANNEXURE 7**

**VALID TAX CLEARANCE CERTIFICATE**

**ANNEXURE 8**  
**RECORD OF ADDENDA**

**ANNEXURE 9**  
**COMPANY REGISTRATION & SHAREHOLDING**

**ANNEXURE 10**  
**ATTENDANCE REGISTER AND CLARIFICATION**  
**MEETING MINUTES**