

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



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

TENDER DOCUMENT

| | |
|---|--|
| TENDER NO. SBM 25/25/26 | |
| UPGRADE OF THE MUNICIPAL COURT FOR SALDANHA BAY MUNICIPALITY | |
| NAME OF TENDERER | |
| BUSINESS ADDRESS | |
| TELEPHONE NUMBER | |
| CSD NUMBER | |

CLARIFICATION MEETING DETAILS:

| | | | |
|---------------------|--------------------------------|---------------------|--|
| ADDRESS | 12 MAIN ROAD, VREDENBURG, 7380 | | |
| MEETING DATE | 20 MAY 2026 | MEETING TIME | 12H00 (NO GRACE PERIOD WILL BE ALLOWED). |

SUBMISSION DETAILS:

| | | | | | |
|---------------------|---|---------------------|-------|-------------------|---|
| ADDRESS | TENDER BOX, GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG | | | | |
| CLOSING DATE | 05 JUNE 2026 | CLOSING TIME | 12H00 | TENDER BOX | GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG |

GENERAL INFORMATION

| | |
|----------------------------------|---|
| TENDER ADVERTISEMENT DATE | 16 May 2026 |
| CLOSING DATE | 05 June 2026 |
| CLOSING TIME | 12h00 |
| CLOSING VENUE | Tender Box: Ground Floor, Investment Centre, 15 Main Road, Vredenburg |
| CLARIFICATION MEETING | A compulsory information session will take place at 12 Main Road, Vredenburg, 7380 on Wednesday 20 May 2026 promptly at 12H00. No grace period will be allowed. |
| 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 tender number and title 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)

SALDANHABAAI MUNISIPALITEIT

TENDER NOMMER: SBM 25/25/26

TENDER BESKRYWING: OPGRADERING VAN MUNISIPALE HOF VIR SALDANHABAAI MUNISIPALITEIT

Tender dokumente is beskikbaar om afgelaai te word op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik verkry word by Mev. R. Farmer, Hoofstraat 15, Beleggingsentrum, Vredenburg vanaf **Maandag, 18 Mei 2026**.

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.

Navrae: Mnr. M Lyners

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

Tenders moet in die tenderbus by die Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word voor **12H00 op Vrydag, 05 Junie 2026** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

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

'n Verpligte inligtingsessie sal plaasvind by Hoofstraat 12, Vredenburg op **Woensdag 20 Mei 2026 stiptelik om 12H00. Geen grasië periode sal toegelaat word nie.**

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.

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

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

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

SALDANHA BAY MUNICIPALITY

TENDER NUMBER: SBM 25/25/26

TENDER DESCRIPTION: UPGRADE OF THE MUNICIPAL COURT FOR SALDANHA BAY MUNICIPALITY

Tender documents can be downloaded from the e-Tender publication portal at www.etenders.gov.za or alternatively can be collected from Mrs. R. Farmer, 15 Main Road, Investment Centre, Vredenburg from **Monday, 18 May 2026**.

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.

Enquiries: Mr. M Lyners

Email: mark.lyners@sbm.gov.za

Tenders must be placed in the tender box at the Investment Centre, Ground Floor, 15 Main Road, Vredenburg, before **12H00 on Friday, 05 June 2026**, in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.

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

A compulsory briefing session will be held at 12 Main Road, Vredenburg on **Wednesday, 20 May 2026 promptly at 12H00. No grace period will be allowed.**

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.

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

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

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

Tender Data (T1.2)

| | |
|----------------------|--|
| Clause number | The Conditions of Tender are 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 . 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. |
| C.1.1 | <p>The Employer is: SALDANHA BAY MUNICIPALITY Department: Municipal Facilities (Buildings) Private Bag X12 <u>Vredenburg</u> 7380</p> |
| C.1.2 | <p>The Tender documents issued by the Employer comprise:</p> <p><u>Part T: The Tender</u> Part T1: Tender Procedures T1.1 Tender notice and invitation to Tender T1.2 Tender data</p> <p>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</p> <p><u>Part C: The Contract</u> Part C1: Agreement & Contract Data C1.1 Form of acceptance C1.2 Contract data C1.3 Performance guarantee</p> <p>Part C2: Pricing Data C2.1 Pricing instructions</p> <p>Part C3: Scope of work C3.1 Description of works</p> <p><u>ANNEXURES (Drawings will be provided electronically after the compulsory clarification meeting)</u> Annexure A – Court Layout A3 Annexure B – Witness & Judge stand Plan A3 Annexure C – Witness & Judge Stand Elevations A3 Annexure D – Prosecutor & Defense Desk A4 Annexure E – Accused Stand A4 Annexure F – Public Seating & Public Barrier A4 Annexure G – Security Desk A4 Annexure H – Security Kiosk A3</p> |

| | | |
|----------|---|--|
| | C3.2 Bill of quantities (BoQ in excel format will be provided after compulsory clarification meeting) | |
| C.1.4 | The Employer's agent is: Name: Mr. M. Lyners Tel: 022 701 6819 | Address: Municipal Court Vredenburg 7380. |
| C.2.2 | Add: Cost of Tender Documents Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made 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. | |
| C.2.7 | Add: Site / Information Meetings 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. A compulsory clarification meeting will be held on Wednesday, 20 May at 12H00. | |
| C.2.8 | Request for clarification on the tender document, if necessary, please notify the employer at least seven (7) working days before the closing time per e-mail to both the following persons: | |
| | Mr. M. Lyners Project Manager: Special Projects Email: mark.lyners@sbm.gov.za | Ms. R. Farmer Bid Administrator (Specifications) Email: rosaire.farmer@sbm.gov.za |
| C.2.10.4 | Removed | |
| C.2.11 | Add: Any ambiguity must be cleared with the contact person for the tender before the tender closure. | |
| C.2.13.2 | Amend: Return all returnable documents to the employer after completing them in their entirety in writing legibly in non-erasable ink. | |
| C.2.13.3 | Amend: 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. | |
| | Location of Tender box: SALDANHA BAY MUNICIPALITY, Investment Centre, Ground Floor, 15 Main Road, Vredenburg, 7380. | |

| | |
|----------|--|
| | Physical address: Municipal offices, Investment Centre, 15 Main Road, Vredenburg, 7380. |
| | Identification details: SBM 25/25/26 UPGRADE OF THE MUNICIPAL COURT FOR SALDANHA BAY MUNICIPALITY |
| C.2.15.1 | Amend: The closing time for submission of Tender offers is 12H00 on Friday, 05 June 2026. Note: Telephonic, telegraphic, facsimile or emailed Tender offers will not be accepted. |
| C.2.16.1 | Add: The Tender offer validity period is eighty-four (84) days. |
| 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"> 1) A valid tax clearance certificate issued by the South African Revenue Services. 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. 3) Company registration forms. 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. 5) Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization. 6) Original or Originally Certified copy of a valid SANAS approved B-BBEE certificate or a valid B-BBEE affidavit. 7) Proof to claim preference points. See MBD 6.1. 8) Tax-compliant status on CSD. 9) Other, if required in this tender document. |
| C.3.4.1 | Replace: The time and location for opening of the tender in public is Friday, 05 June 2026 at 12H00, SALDANHA BAY MUNICIPALITY, Council Chamber, 12 Main Road, Vredenburg. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened. |

| | |
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| 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 < R 50 000 000)</p> <p>Calculation:</p> $80/20 \quad P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <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 Preference Point Claim Form and Proof of B-BBEE status (MBD 6.1)
- Form 2.1.7 Declaration of Bidder's past supply chain management services (MBD 8)
- Form 2.1.8 Certificate of Independent Bid Determination (MBD 9)

FORM 2.1.1 - GENERAL INFORMATION

| | | | |
|-------------------------------------|--|----------------|--|
| 1. Name of Tendering Entity: | | | |
| | | | |
| 2. Contact Details | | | |
| Address: | | | |
| | | | |
| Tel No: | | Fax No: | |
| E-mail Address: | | | |

3. Legal entity: Mark with an X.

| | |
|--------------------------|--|
| Sole proprietor | |
| Partnership | |
| Close corporation | |
| Company | |
| Joint venture | |

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

| Joint venture member | Type of entity (as defined above) |
|-----------------------------|--|
| | |
| | |
| | |
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| | |
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| | |
| | |

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 2 300 000.00 (R2.3 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 |
|--------------------------|--|------------------------------|
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| Name of Tendering Entity: | | | |
| Signature: | | Date: | |

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 Numberand any Contract which may arise there from on behalf of

| | |
|--|--|
| SIGNED ON BEHALF OF THE COMPANY | |
| IN HIS CAPACITY AS | |
| DATE | |
| FULL NAME OF SIGNATORY | |
| AS WITNESS 1. | |
| 2. | |

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

FORM 2.1.3 - EXPERIENCE OF THE BIDDER

Provide a minimum of four relevant previously successfully completed projects of a similar value\nature CIDB grading (3GB) 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 |
| | | | | | | |
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| 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) | |
| DOCUMENTS REQUIRED AS PRESCRIBED TO CLAIM PREFERENCE POINTS. IF DOCUMENTS ARE NOT PROVIDED AS REQUESTED 0 POINTS WILL BE ALLOCATED. | | | | |
| ORIGINAL OR ORIGINAL CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCY OR EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF | | | | |
| MUNICIPAL ACCOUNT OR LEASE AGREEMENT IN THE NAME OF THE BUSINESS OR AN AFFIDAVIT FROM THE OWNER OF THE PROPERTY WHERE OF BUSINESS | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED? | YES OR NO (Provide proof) | | ARE YOU A FOREIGN BASED SUPPLIERS FOR THE GOODS / SERVICES / WORKS OFFERED? | YES OR NO (If yes, answer 3) |
| CRS no | TOTAL BID PRICE (Brought forward) | | | |
| SIGNATURE OF BIDDER | | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT | Finance | | DEPARTMENT | Municipal Facilities (Buildings) |
| CONTACT PERSON | R. Farmer | | CONTACT PERSON | M. Lyners |
| TELEPHONE NUMBER | 022 701 6945 | | TELEPHONE NUMBER | 022 701 6819 |
| E-MAIL ADDRESS | rosaire.farmer@sbm.gov.za | | E-MAIL ADDRESS | mark.lyners@sbm.gov.za |

| | | |
|--|--|--------|
| 1. BID SUBMISSION: | | |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. | |
| 1.2. | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE | |
| 1.3. | THIS BID IS SUBJECT TO THE 80/20 PREFERENCE POINT SYSTEM AS CONTAINED IN THE PREFERENTIAL PROCUREMENT POLICY, R8/5-25, OF 29 MAY 2025, WILL BE USED IN THE ADJUDICATION OF THIS TENDER. | |
| 2. TAX COMPLIANCE REQUIREMENTS | | |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. | |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. | |
| 2.3 | APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. | |
| 2.4 | FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3. | |
| 2.5 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. | |
| 2.6 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. | |
| 2.7 | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. | |
| 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | |
| 3.1. | IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | YES/NO |
| 3.2. | DOES THE ENTITY HAVE A BRANCH IN THE RSA? | YES/NO |
| 3.3. | DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | YES/NO |
| 3.4. | DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | YES/NO |
| 3.5. | IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | YES/NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE. | | |

| | | | |
|---|---|--|------------------------------|
| | | | |
| 3.12. | Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? | YES / NO | |
| 3.12.1. | If so, state particulars. | | |
| 3.13. | Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? | YES / NO | |
| 3.13.1. | If so, furnish particulars. | | |
| 3.14. | Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? | YES / NO | |
| 3.14.1. | If so, furnish particulars. | | |
| 4. | Full details of directors / trustees / members / shareholders: | | |
| COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>: | | | |
| Full Name | Identity Number | Individual Tax Number for each Director | State Employee Number |
| | | | |
| | | | |
| | | | |
| | | | |
| CERTIFICATION | | | |
| I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE. | | | |
| NAME OF ENTERPRISE | | | |
| CAPACITY | | DATE | |
| NAME (PRINT) | | SIGNATURE | |
| ¹ 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) | a member of the board of directors of any municipal entity; |
| c) | an official or any Municipality or municipal entity; |
| d) | an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); |
| e) | a member of the accounting authority of any national or provincial entity; or |
| f) | an employee of Parliament or a provincial legislature. |
| ²⁹ "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 – 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:

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

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:

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

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:

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

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 2.1.7 - 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 | The bid of any bidder may be rejected if that bidder, or any of its directors have: | | |
| | a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system; | | |
| | b) been convicted for fraud or corruption during the past five years; | | |
| | c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or | | |
| | d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004). | | |
| 4 | In order to give effect to the above, the following questionnaire must be completed and submitted with the bid. | | |
| Item | Question | Yes | No |
| 4.1 | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445). | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

| | | | |
|-------|--|---------------------------------|--------------------------------|
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.5.1 | If so, furnish particulars: | | |

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

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

Signature

Date

Position

Name of Tenderer

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

| | | |
|--|---------------------------------|--------------------------------|
| Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
|--|---------------------------------|--------------------------------|

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:

Director 1 Address:

Mr. / Mrs _____

Director 2 Address:

Mr. / Mrs _____

Director 3 Address:

Mr. / Mrs _____

Director 4 Address:

Mr. / Mrs _____

Director 5 Address:

Mr. / Mrs _____

Director 6 Address:

Mr. / Mrs _____

Director 7 Address:

Mr. / Mrs _____

Director 8 Address:

Mr. / Mrs _____

Director 9 Address:

Mr. / Mrs _____

Director 10 Address:

Mr. / Mrs _____

Director 11 Address:

Mr. / Mrs _____

Attach page if space insufficient.

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

FORM 2.1.8 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
11. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
12. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector

for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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)

| | |
|--|--|
| TENDERER'S REPRESENTATIVE | |
| SALDANHA BAY MUNICIPALITY / EMPLOYER'S REPRESENTATIVE | |

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.
- 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.

***** 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:

| No. | Date | Title or Details |
|-----|------|------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |

| | | | |
|--------------------------------------|--|------------------|--|
| Signed: | | Date: | |
| Name: | | Position: | |
| SIGNED ON BEHALF OF TENDERER: | | | |

***** 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 25/25/26: UPGRADE OF THE MUNICIPAL COURT FOR SALDANHA BAY MUNICIPALITY

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

SBM25/25/26: UPGRADE OF THE MUNICIPAL COURT FOR SALDANHA BAY MUNICIPALITY

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. The General Conditions of Contract for Construction Works

The **General Conditions of Contract for Construction Works (3rd 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 South African Institution of Civil Engineering (Tel: 011-805 5947), e-mail: civilinfo@saice.org.za

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

| Clause | Description | | | | |
|--|--|---|--|--|--|
| 1.1.1.14 | The time for achieving Practical Completion be determined with each 'Works Project' issued and will be inclusive of the 14 day period referred to in Clause 5.3.2 below and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1). | | | | |
| 1.1.1.15 | The Employer is the SALDANHA BAY MUNICIPALITY . | | | | |
| 1.2.1.2 | The Employer's address for receipt of communications is: <table border="1" style="width: 100%;"><tr><td>Physical address: 15 Main Road Investment Centre Vredenburg 7380</td><td>Postal address: SALDANHA BAY MUNICIPALITY Private Bag X12 Vredenburg 7380</td></tr><tr><td>Telephone: 022 701 7000 Email: mun@sbm.gov.za</td><td>Telephone: 022 701 6819 Email: mark.lyners@sbm.gov.za</td></tr></table> | Physical address: 15 Main Road Investment Centre Vredenburg 7380 | Postal address: SALDANHA BAY MUNICIPALITY Private Bag X12 Vredenburg 7380 | Telephone: 022 701 7000 Email: mun@sbm.gov.za | Telephone: 022 701 6819 Email: mark.lyners@sbm.gov.za |
| Physical address: 15 Main Road Investment Centre Vredenburg 7380 | Postal address: SALDANHA BAY MUNICIPALITY Private Bag X12 Vredenburg 7380 | | | | |
| Telephone: 022 701 7000 Email: mun@sbm.gov.za | Telephone: 022 701 6819 Email: mark.lyners@sbm.gov.za | | | | |
| 1.1.1.16 | Delete clause | | | | |
| 1.2.1.26 | The Pricing Strategy is a Re-measurement Contract, | | | | |
| 3.1 | Delete clause | | | | |
| 5.1.1.1 | The special non-working days are public holidays and the days on which the contractor grants the majority of his permanent workforce leave around the middle of December and the first Monday of the subsequent year. | | | | |

| Clause | Description |
|---------------|---|
| 5.3.1 | The documentation required before commencement with works execution are. <ol style="list-style-type: none"> 1. Approved Health and Safety Plan 2. Approved Site Access Certificate 3. Initial program 4. Evidence of Insurance |
| 5.4.2 | Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of clause 4.8 apply, where ongoing use by the general public is required. |
| 5.6.1 | The Works program is to be delivered within 14 days of the Commencement Date. |
| 5.8.1 | The non-working days are Saturdays and Sundays. The special non-working days are: <ol style="list-style-type: none"> a) All gazetted public holidays. b) Year-end break(s) as determined by BIBC. |
| 5.12.2.2 | No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extreme temperature. However, in the event that delays to critical to activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with provisions of clause 5.12 <p>January 2 days February 2 days March 2 days April 2 days May 3 days June 4 days July 4 days August 4 days September 4 days October 2 days</p> |
| 5.13.1 | The penalty for failing to complete the Works is R1000.00 per day. |
| 5.14.1 | The requirements for achieving Practical Completion are for the Works to be executed in terms of the Contract to be completed to the stage which allows for their use for their intended purposes without damage or undue inconvenience. The requirements for achieving Practical Completion are: When the work is completed and operational. |
| 5.16.3 | The latent defects period is 2 years. |
| 6.8.2 | Add the following to Clause 6.8.2: The Contract Price shall not be subject to any contract price adjustment and the rates and prices tendered in the Bill of Quantities shall be final and binding. |

| Clause | Description |
|-----------|--|
| 7.8 | The defects liability period is 2 years. |
| 8.6.1.1.2 | The value of the materials supplied by the Employer to be included in the insurance sum is R0-00 |
| 8.6.1.2 | Delete clause |
| 10.4 | Dispute resolution shall be by mediation, adjudication and arbitration. |

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

| Clause | Description | |
|--------|---|-----------------|
| 1.1.18 | The name of the Contractor is: | |
| | | |
| | 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

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

Part C2.2 Bill of Quantities

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 in accordance with the drawings, and no allowance is made for waste.
3. 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.
4. 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.
5. 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 ² | = | square metre | No. | = | number |
| m ² .pass | = | square metre-pass | sum | = | lump sum |
| ha | = | hectare | MN | = | meganewton |
| m ³ | = | cubic metre | MN.m | = | meganewton-metre |
| m ³ .km | = | cubic metre-kilometre | P C sum | = | Prime Cost sum |
| l | = | litre | Prov sum | = | Provisional sum |
| kl | = | kilolitre | % | = | per cent |
| MPa | = | megapascal | kW | = | kilowatt |
6. 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. A line that is left blank will be deemed as R0,00.

Pricing schedule completed in writing and signed off will govern.

C2.2 BILL OF QUANTITIES

Note:

The description of items included in the bill of quantities will suffice for items where detailed specifications were not provided in the scope of works and/ drawings with specifications.

SECTION 1:

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 1

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|---------|---|-------|-------|------|----------|
| 1.1 | BILL NO. 1: GENERAL PRELIMINARY AND GENERAL | | | | |
| | Fixed-Charged Items | | | | |
| 1.1.1 | Contractual Requirements - company overheads, insurance, compliance with legislation, health and safety, etc. | Sum | 1.00 | | |
| 1.1.2 | Site Establishment - Offices, storage sheds, name boards, ablution/latrine facilities, water supplies, electricity, etc | Sum | 1.00 | | |
| | Time-Related Items | | | | |
| 1.1.3 | Contractual Requirements - company overheads, insurance, compliance with legislation, health and safety, etc. | Weeks | 12.00 | | |
| | Operate and maintain facilities on site for the duration of the contract | | | | |
| 1.1.4 | Offices, storage sheds, name boards, ablution/latrine facilities, water supplies, electricity,etc | Weeks | 12.00 | | |
| 1.1.5 | Supervision for duration of Construction | Weeks | 12.00 | | |
| | Security of the Site | | | | |
| 1.1.6 | After working hours and over week-ends and public holidays and during installation break between areas | Weeks | 12.00 | | |

| | | | | | |
|---|--|------|------|--|------------|
| 1.1.7 | <p>Cost of Safety Plan in terms of Occupational Health and Safety Act (Act No 85) and Amendment Act No 181 of 1993, Construction Regulations, 2014, and applicable Environmental Legislation. Provision also needs to be made for all Covid -19 measures to be included in safety plan</p> <p>HEALTH AND SAFETY OFFICER</p> | Sum | 1.00 | | |
| 1.1.8 | <p>Provide a Health and Safety officer for the duration of the project to comply with all regulations including all regulations as per attached document.</p> | Item | 1.00 | | |
| Total Carried Forward To Summary | | | | | R - |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 2

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|---|--|----------------|-------|------|-------------|
| 2.1.1 | <p>BILL NO. 2 : DEMOLITION / ALTERATIONS</p> <p>General The contractor must visit the site and the buildings and acquaint himself with the conditions and range/scope of the alterations and demolitions. All sizes indicated are approximate.</p> <p>The contractor must take all measurements of the existing building on site as he will be solely responsible for the correctness of measurements of the new work.</p> <p>Materials used for patching and repair of existing walls, floors, ceilings, etc. must match existing.</p> <p>Where walls are broken down they will be deemed to include plaster, tiles vinyl, etc</p> <p>MASONRY Breaking down and removing brickwork, etc</p> <p>230mm Brick Walls</p> | m ² | 11.20 | | |
| Total Carried Forward To Summary | | | | | R - |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 3

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|---|---|----------------|-------|------|-------------|
| BILL NO. 3 : EARTHWORKS SITE CLEARANCE, EXCAVATION, ETC. | | | | | |
| EXCAVATION, FILLING, ETC. | | | | | |
| Excavation in earth not exceeding 2m deep and part return, fill in & ram: | | | | | |
| 3.1.1 | Foundation Trenches | m ³ | 6.00 | | |
| 3.1.2 | Electrical cable and sewer line trench | m ³ | 21.00 | | |
| Excavations other than bulk in earth for excavation in: | | | | | |
| 3.1.3 | Soft Rock | m ³ | 1.00 | | |
| 3.1.4 | Hard Rock | m ³ | 3.00 | | |
| EARTH FILLING, ETC. | | | | | |
| Clean earth filling compacted in layers of maximum 150mm to a minimum density of at least 98% Mod. AASHTO: | | | | | |
| Under floors | | | | | |
| 3.1.5 | Under floors, steps, paving, etc. | m ³ | 1.00 | | Rate Only |
| Sand blinding compacted to minimum density 98% Mod. AASHTO: | | | | | |
| 3.1.6 | Under floors to receive dpm 50mm thick | m ³ | 1.00 | | |
| Carting Away | | | | | |
| 3.1.7 | Surplus material from excavations and/or stock piles on site, to a dumping site situated approximately 8km from the building site | m ³ | 5.00 | | |
| Total Carried Forward To Summary | | | | | R - |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 4

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|--|---|----------------|-------|------|-------------|
| BILL NO. 4 : CONCRETE, FORMWORK AND REINFORCEMENT UNREINFORCED CONCRETE, ETC. | | | | | |
| REINFORCED CONCRETE | | | | | |
| 25Mpa/19mm Strength concrete | | | | | |
| 4.1.1 | Strip footings. | m ³ | 2.00 | | |
| 4.1.2 | Surface beds and thickenings on waterproofing | m ³ | 1.20 | | |
| 4.1.3 | Apron | m ³ | 4.00 | | |
| 4.1.4 | Step & Ramps | m ³ | 1.00 | | Rate Only |
| Reinforcement | | | | | |
| Mesh Reinforcement - Ref 193 | | | | | |
| 4.1.5 | In floor slabs & ramps | m ² | 54.00 | | |
| Concrete Sundries | | | | | |
| Finishing top surface of concrete smooth with a steel float | | | | | |
| 4.1.6 | Surface beds, slabs, etc. | m ² | 6.00 | | |
| Total Carried Forward To Summary | | | | | R - |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 5

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|---|--|------|-------|------|-------------|
| 5.1.1 | <p>BILL NO. 5: PRECAST CONCRETE LINTOLS, ETC.</p> <p>Precast concrete left rough from the mould including bedding, jointing and pointing, build into both new and existing brickwork:</p> <p>100 x 70 Lintel in lengths not exceeding 3m including building in over openingn</p> | m | 16.00 | | |
| Total Carried Forward To Summary | | | | | R - |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 6

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|---|---|----------------|-------|------|------------|
| | BILL NO. 6: MASONERY BRICKWORK, ETC. | | | | |
| | 222 x 106 x73mm Corobrick De Hoop Red smooth face brick pointed with recessed horizontal and vertical joints | | | | |
| 6.1.1 | 280mm Brick walls | m ² | 8.40 | | |
| | SUPERSTRUCTURE | | | | |
| | 222 x 106 x73mm Corobrick De Hoop Red smooth face brick pointed with recessed horizontal and vertical joints | | | | |
| 6.1.2 | 280mm Brick walls | m ² | 34.80 | | |
| 6.1.3 | 115mm Brick walls | m ² | 8.60 | | |
| | BRICKWORK SUNDRIES | | | | |
| | Brickwork Reinforcement | | | | |
| 6.1.4 | Supply and build in 230mm galvanised Brickforce in walls horizontally - every course for the first four courses and every second course thereafter | m | 60.00 | | |
| 6.1.5 | Supply and build in 90mm galvanised Brickforce in walls horizontally - every course for the first four courses and every second course thereafter | m | 15.00 | | |
| | Air bricks | | | | |
| 6.1.6 | Supply and install 230x160mm Cement air bricks | No. | 8.00 | | |
| Total Carried Forward To Summary | | | | | R - |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 7

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|---|---|----------------|-------|------|-------------|
| 7.1.1 | <p>BILL NO. 7: WATERPROOFING DAMPPROOFING OF WALLS AND FLOORS, ETC.</p> <p>One layer of 375 micron 'Consol Plastics Brikgrip' DPC embossed damp proof course:</p> <p>In walls and under brick work</p> | m | 20.00 | | |
| 7.1.2 | <p>One layer 250 micron "Gunplas USB Green" polyethylene waterproofing:</p> <p>On compacted earth under concrete surface beds, lapped 150 mm and sealed at all joints</p> | m ² | 9 | | |
| Total Carried Forward To Summary | | | | | R - |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 8

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|------------|---|----------------|-----|------|-------------|
| | <p>BILL NO. 8: ROOF COVERINGS / INSULATION / CARPENTRY</p> <p>ROOF COVERING Supply and install steel roof sheeting complete. Roof sheeting to be "Klip-Lok 406" 0,53mm tct clean "Colorbond" steel roof sheeting "Global Roofing Solutions" or similar approved. Roof sheeting colour to be "Vulcanic Grey" on one side only. Roof sheeting to be installed complete with all fixing accessories, sealing strips to laps and seam stitching. in accordance with the manufacturer's instructions.</p> | | | | |
| 8.1.1 | Roof covering with pitch not exceeding 25 degrees | m ² | 15 | | |
| 8.1.2 | Standard Apex metal flashing and counter flashing match sheeting and to come with guage 0.53mm, strictly fitted to manufacturer's recommendations | | | | |
| 8.1.3 | Ridge flashing 250mm girth | m | 4 | | |
| 8.1.4 | Side flashing 250mm girth | m | 8 | | |
| 8.1.5 | <p>ROOF AND WALL INSULATION</p> <p>Sisalation FR405 double sided foil (min 1.25R-value) with minimum 15mm air gab, laid strictly to manufacturer's recommendations</p> <p>Insulation laid over purlins</p> | m ² | 15 | | |
| | <p>CARPENTRY AND JOINERY</p> <p>ROOF CONSTRUCTION</p> <p>Treated SA Pine</p> | | | | |

| | | | | |
|--------|---|------|------|--|
| 8.1.6 | <p>ROOF CINSTRUCTION - Complete (including bearer beams,rafters, purlins, bracing, hoop iron, etc.) roof construction designed in conjunction with architect's intent.</p> <p>Joinery Descriptions of frames shall be deemed to include frames, transomes, mullions, rails, etc.</p> <p>Description of hardwood joinery shall be deemed to include pelleting of bolt holes</p> <p>Fixing Items described as nailed shall be deemed to be fixed with hardened steel nails or shot pins to brickwork or concrete</p> <p>Treatment of unexposed timber All timber used in roof and floor construction is to be treated after machining with hazard class H2 CCA (Chromium copper arsonate)</p> <p>Treatment of exposed timber All exposed bearer beams, rafters and facia boards is to be treated after machining with hazard class H4 (exterior ground contact) before painting or varnishing</p> | Item | 1 | |
| 8.1.7 | <p>FRAMED DOORS ETC Wrot meranti doors:</p> <p>Interior commercial hardboard moulded doors suitable for painting both sides: Swartland (HBSTDM12), hardboard finish (moulded), standard medium duty interior door with 2 concealed edges, size 813 x 2032mm 2CE</p> | No. | 4.00 | |
| 8.1.8 | <p>FRAMED FRAMES, ETC Wrot Meranti frames:</p> <p>70 x 55mm Swartland Rebated meranti frame without sill for door size 813 wide x 2032mm high</p> | No. | 6.00 | |
| 8.1.9 | <p>12 x 225mm plain-medium density Nutec or equal approved fibre cement fascias joined/connected with PVC H-profile barge joiners fixed as per manufacturers specification</p> | m | 16 | |
| 8.1.10 | <p>Annexure G Construction of facebrick security counter Construct security counter as per the attached drawing including the following brickwork</p> | No | 1.00 | |

| | | | | | | |
|---|--|----|------|--|----------|----------|
| | <p>joinery laser cut signage</p> <p>Annexure D SUPPLY & INSTALLATION OF PROSECUTER & DEFENSE DESK</p> <p>Construct Prosecture & Defense desk as per the attached drawing</p> | No | 1.00 | | | |
| 8.1.11 | | | | | | |
| | <p>Annexure E SUPPLY & INSTALLATION OF ACCUSED STAND</p> <p>Construct Accused stand as per the attached drawing</p> | No | 1.00 | | | |
| 8.1.12 | | | | | | |
| | <p>Annexure B & C SUPPLY & INSTALLATION OF JUDGE DESK & WITNESS STAND</p> <p>Construct Judge desk & Witness stand as per the attached drawing</p> | No | 1.00 | | | |
| 8.1.13 | | | | | | |
| | <p>Annexure F SUPPLY & INSTALLATION OF PUBLIC SEATING</p> <p>Construct Public seating as per the attached drawing</p> | No | 2.00 | | | |
| 8.1.14 | | | | | | |
| | <p>Annexure F SUPPLY & INSTALLATION OF TIMBER BALUSTRADING</p> <p>Construct Public balustrade as per the attached drawing</p> | m | 7.00 | | | |
| 8.1.15 | | | | | | |
| Total Carried Forward To Summary | | | | | R | - |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 9

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|---|---|----------------|------|------|-------------|
| 9.1.1 | <p>BILL NO. 9: CEILINGS, PARTITIONS AND ACCESS FLOORING</p> <p>4mm Everite Nutec fibre cement ceiling boards and fixing accessories fixed to 38x50 SAPine brandering at 450mm centres one way, with and including 32x2.5mm galvinised serrated ceiling nails complete with H-profile jointing strips and RhinoArt standard 75mm cornice:</p> <p>Ceilings including 38 x 50mm sawn softwood brandering at 450mm centres in one direction only nailed to tie rafters</p> | m ² | 6.00 | | |
| 9.1.2 | <p>135mm Insulation closely fitted and laid on top of brandering between roof timbers etc</p> | m ² | 6.00 | | |
| Total Carried Forward To Summary | | | | | R - |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 10

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|---|---|------|------|------|-------------|
| 10.1.1 | <p>BILL NO. 10: IRONMONGERY HINGES, BOLTS, ETC.</p> <p>Serra, toilet roll holder in mild steel - stainless steel finish (Serra Rol TR3 - SD1320 - TR Range) or similar approved</p> | No. | 1.00 | | |
| 10.1.2 | <p>Solids: 100mm Solid Brass hinge.</p> | No. | 2.00 | | |
| 10.1.3 | <p>Union CZ80941 indicator bolt.</p> <p>LOCKS, ETC.</p> | No. | 1.00 | | |
| 10.1.4 | <p>Union CZ682-24-52SC Gower 3 lever lockset.</p> <p>Door Closers</p> | No | 1.00 | | |
| 10.1.5 | <p>Door closer - (union model 744SC)</p> | No. | 1.00 | | |
| Total Carried Forward To Summary | | | | | R - |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 11

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|------------|--|------|------|------|-------------|
| | <p>BILL NO. 11: METALWORK ALUMINIUM WINDOWS, DOORS ETC.</p> <p>Doors and windows shall comply with AAAMSA design criteria Glazing shall comply with SAGGA regulations.</p> <p><u>ALUMINIUM WINDOWS</u></p> <p>Windows (CHARCOAL COLOUR)</p> | | | | |
| 11.1.1 | Standard window type 600 x 600mm high | No | 1.00 | | |
| 11.1.2 | Fixed panel window type 500 x 1200mm high | No | 1.00 | | |
| 11.1.3 | Sliding panel window type 1200 x 1200mm high | No | 1.00 | | |
| 11.1.4 | Sliding panel window type 1800 x 1200mm high | No | 1.00 | | |
| 11.1.5 | <p>Supply and install aluminium doors including frame and 6.38mm clear laminated safety glass complete with aluminium beads, ironmongery, gaskets, neoprene setting blocks, fitting and sealing into brickwork or concrete. Descriptions to be applied when pricing all of the following doors.</p> <p>1100mm x 2100mm door, with two equal glazing panes and midrail including door frame (charcoal colour)</p> | No | 1.00 | | |
| 11.1.6 | <p>Supply and install purpose built aluminium shopfronts including ironmongery, glass and polyurethane sealant in the following sizes (charcoal colour)</p> <p>Shopfront size 1300mm x 2100mm high</p> | No | 1.00 | | |
| 11.1.7 | Shopfront size 2400mm x 500mm high | No | 1.00 | | |

| | | | |
|--------|---|----|------|
| 11.1.8 | <p>Gun Safes</p> <p>Durable Construction: The safe has a 6mm thick door & a 3mm body. This thickness resists unauthorized access. It ensures the integrity of your firearms.</p> <p>Aesthetic Design: The sleek black finish features a gold logo.</p> <p>Secure Locking Mechanism: It includes a 9-lever key lock. This system ensures only authorized individuals can access your firearms.</p> <p>Convenient Installation: The safe comes with four fastening bolts. You can easily secure it to walls or floors, enhancing its safety.</p> <p>Compliance Standards: It meets and exceeds BS7558/92 standards. This makes it suitable for safely storing firearms and ammunition.</p> <p>Weight: 8.5 kg External Dimensions: 270 x 150 x 200 mm 6mm Door Thickness 3mm Body Thickness High security lock with two keys supplied Interior Features: A carpeted floor protects your firearms from scratches and damage.</p> | No | 5.00 |
| 11.1.9 | <p>DISARMING BULLET TRAP</p> <p>Specification</p> <p>Height 260mm Width 275mm Depth 450mm Mass 20kg Cylinder Size 130mm diameter Materials Kevlar, Ceramics, GRP, Polymers, Steel, Silica, Fiberglass Base Options Neoprene foam or bolt-down</p> <p>Compliance Evaluated by SAPS & Armscor for safety and performance</p> <p>SECURITY PORTAL AUTOMATIC</p> <ul style="list-style-type: none"> • Suited for applications requiring medium volume access and high levels of security • Used extensively in applications such as banks, vaults, government buildings, embassies and any site with high security standards • Interior installations and covered exterior installations • Both curved doors are fitted | No | 1.00 |

with bullet resistant glass and
operate automatically with
built-in safety

- with metal detector
- Double door security with bullet resistant glass

- Incorporates multiple occupancy detection
- Designed for configuration with any access control system
- Top hung curved sliding doors with recessed bottom guide
- Doors fitted with self-adjusted braking, speed control and accident prevention detection

- Volumetric single passage detection system
- Battery backup for uninterrupted operation during a power failure (100 up to 1 000 cycles)

- Digital display menu-guided command and setting console
- Intercom, voice prompts and indicator lights

- Compatible with any and all types of access control systems

- Volumetric left object detection system (optional extra)
- Built-in metal detector (optional extra)
- Hidden micro cameras integrated inside the portal (optional extra)

CONSTRUCTION

- 20mm thick portal floor (no need for the floor to be recessed)
- Demountable powder coated mild steel frame (for ease of transport)
- Demountable stainless steel frame (option)
- Sides fitted with bullet resistant glass (steel sides on request)

DOOR COMPONENTS

- Automatic door operator (24VDC) with reversible option for manual opening in case of total power loss

- Doors fitted with bullet resistant glass

INDICATORS AND LIGHTING

- LED traffic light
- Low voltage ceiling downlighter
- 12 month guarantee

220 Volt AC (110 Volt AC on request)

50Hz / 60Hz

85 W (narrow and standard)

100W (wide)

- Standard - 1 150mm long x 1 150mm wide x 2 222mm high (800kg)
- 29/31mm laminated glass – narrow and standard (option)

3 - 5 passages per minute depending on model and mode of operation

| | | | | | |
|---|---|----|------|--|------------|
| 11.1.10 | <p>Volumetric single passage detection system</p> <ul style="list-style-type: none"> • Integrates with all access control and time & attendance systems • Integral wireways – no exposed wires <p>Door automatically opens and remains open</p> <p>Low side mechanical key for additional locking (option)</p> <p>Battery backup (from 100 up to 1 000 cycles)</p> <p>Integrated metal detector for entrance door side (option)</p> <p>Integrated left object detector (option)</p> <ul style="list-style-type: none"> • Digital display, menu guided command and setting console • Free standing structure which can be installed into a new or existing shopfront | No | 1.00 | | |
| Total Carried Forward To Summary | | | | | R - |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 12

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|---|--|----------------|-------|------|-------------|
| 12.1.1 | <p>BILL NO. 12: PLASTERING SCREEDS, ETC.</p> <p>Screeds on concrete: 4:1 Cement plaster screeds finished with a wood float/steel trowel on concrete 30mm Thick screed on floors</p> | m ² | 6.00 | | |
| 12.1.2 | <p>INTERNAL PLASTER On walls (including narrow widths)</p> | m ² | 15.50 | | |
| Total Carried Forward To Summary | | | | | R - |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 13

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|------------|--|------|-------|------|-------------|
| | <p>BILL NO. 13: PLUMBING AND DRAINAGE</p> <p>WATER SUPPLIES, ETC.</p> <p>Connection</p> <p>Ginde Pipes</p> | | | | |
| 13.1.1 | 22mm Pipe complete to connect to | m | 25.00 | | |
| 13.1.2 | 15mm Pipe complete to connect to | m | 4.00 | | |
| | <p>Ginde Pipes:</p> <p>Extra over Ginde Pipes for capillary fittings:</p> <p>Taps, stopcocks, valves, etc. including joints to Ginde Pipes:</p> | | | | |
| | <p>SANITARY FITTINGS</p> | | | | |
| 13.1.3 | <p>"Vaal Potteries Hibiscus No 772654" WC suite comprising close coupled 90 degree outlet open rim washdown pan (772600), solid plastic double flap hinged seat, with a matching 9 litre flushing cistern complete with ball valve, unions for supply and flush pipes, lever handle, flush pipe and rubber connector, including fixing pan in position to concrete floor, cistern to wall and jointing pan to soil pipe, flush pipe to cistern and pan and making good complete with all piping, bends, tee's, vent valves, etc. necessary to connect to water and sewer system.</p> | No. | 1.00 | | |
| 13.1.4 | <p>Supply and install "Vaal Potteries No 7023 Hibiscus" lavatory basin complete with fixing brackets, one 15mm Cobra Star chromium plated basin pillar taps code 211-15 and 32mm chromium plated waste outlet plug and chain and fix in position complete with all piping, bends, tee's, etc. necessary to connect to water and sewer system.</p> | No. | 1.00 | | |
| 13.1.5 | Allow for testing the water supply system | Item | 1.00 | | |

| | | | | | |
|--|---|------|-------|--|-------------------|
| | <p>SANITARY PLUMBING Supply, lay and bed uPVC sewer pipes complete with all fittings (i.e. couplings, bends, junctions, rodding eyes, valves, etc):</p> <p>SOIL DRAINAGE</p> | | | | |
| 13.1.6 | <p>110mm Pipes laid in and including trenches not exceeding 2.00m deep. Allowance to be made for the removal and reinstatement of the paving</p> | m | 25.00 | | |
| 13.1.7 | <p>UPVC Gulleys 110mm uPVC Gully not exceeding 300mm deep.</p> | No. | 1.00 | | |
| 13.1.8 | <p>Excavate for and build manhole size internally 450 x 600 x 1800 mm deep to invert with one brick sides in cement mortar on a 200mm cement concrete (15Mpa of 19mm stone) base and having a 150mm concrete (20Mpa 19mm stone) kerb around top reinforced with 6mm mild steel rods and rebated for and including a 450 x 600mm cast iron manhole cover and frame in accordance with SABS standard, including setting frame in kerb and bedding in cement mortar and bedding cover in tallow and rendering inside of manhole in cement mortar with internal angles round and bottom of chamber benched up in fine cement concrete and floated smooth around and including all channels, bends, junctions,etc.</p> | No. | 1.00 | | |
| 13.1.9 | <p>Allow for testing the drainage system</p> | Item | 1.00 | | |
| <p>Total Carried Forward To Summary</p> | | | | | <p>R -</p> |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 14

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|---|--|------|------|------|-------------|
| 14.1.1 | <p>BILL NO. 14: MIRRORS</p> <p>MIRRORS 6mm Silver float glass copper backed with polished edge holes for and fixed with chromium plated dome capped mirror screws with rubber buffers to plugs in brickwork or concrete</p> <p>Mirror 600 x 800mm high with 4 screws.</p> | No. | 1.00 | | |
| Total Carried Forward To Summary | | | | | R - |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 15

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|---|---|----------------|-------|------|-------------|
| 15.1.1 | <p>BILL NO. 15: PAINTWORK Descriptions Description of paintwork shall be deemed to include for the preparation of surfaces, including filling, stopping, sanding, priming, of all nail heads and screws and for all cutting in</p> <p>Paint specification All painting shall be done in accordance with specifications or equal approved.</p> <p>Paintwork to previously painted work</p> <p>On Internal Floated Plaster One coat primer and two coats "Plascon Polvin" super acrylic PVA paint to specification or equal approved</p> <p>On Internal Walls including narrow widths</p> | m ² | 15.50 | | |
| 15.1.2 | <p>ON WOOD Prepare (ie. stop, sand down) and brush to remove all loose contaminants, apply one coat wood primer and two coats "Plascon Velvago Satin' emulsion paint to specification or equal approved</p> <p>On doors</p> | m ² | 4.00 | | |
| 15.1.3 | <p>On door frames</p> | No. | 1.00 | | |
| 15.1.4 | <p>One coat primer and two coats "Plascon Professional Low Sheen Pure Acrylic" paint or equal approved</p> <p>On ceilings</p> | m ² | 6 | | |
| Total Carried Forward To Summary | | | | | R - |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SECTION 16

| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT R |
|---------|---|------|------|------|-----------|
| | <p>BILL NO. 16: PROVISIONAL</p> <p>The following estimates for works to be done for by the Client and are to be included in the tender amount.</p> <p>Tenderers are to allow for profit and attending upon this work by inserting the relevant percentage fee opposite the items listed below. The relevant amount then to be extended and included in the tender rates.</p> <p>Actual amounts paid to the Contractor will be at the percentage fee tendered pro rata to the estimated cost in the Bill or to the contract price of the nominated contract, whichever is the highest</p> <p>Electrical Installation/Fittings Light-fittings, cabling, lamp post, flood lights,etc.:</p> | | | | |
| 16.1.1 | Amount to be allowed: R20 000,00 | Sum | 1.00 | | 20000.00 |
| 16.1.2 | Add for profit and attendance | % | | | |
| | <p>Wall art / Signage / Flags Wall art / signage / Flags etc.:</p> | | | | |
| 16.1.3 | Amount to be allowed: R200 000,00 | Sum | 1.00 | | 200000.00 |
| 16.1.4 | Add for profit and attendance | % | | | |
| | <p>Blinds Blinds, Cladding, Tinting etc.:</p> | | | | |
| 16.1.5 | Amount to be allowed: R100 000,00 | Sum | 1.00 | | 100000.00 |
| 16.1.6 | Add for profit and attendance | % | | | |
| | <p>SUPPLY & INSTALLATION FIRE SUPPRESSION SYSTEM</p> <p>Supply and install HFC-227 or equal approved Fire suppression and detection system complete including testing and certification</p> | | | | |
| 16.1.7 | Amount to be allowed: R170 000,00 | Sum | 1.00 | | 170000.00 |
| 16.1.8 | Add for profit and attendance | % | | | |

| | | | | | |
|-----------------------|--|-----|------|--|------------|
| | Custom made furniture | | | | |
| 16.1.9 | Custom made furniture Amount to be allowed: R50 000,00 | Sum | 1.00 | | 50000.00 |
| 16.1.10 | Add for profit and attendance | % | | | |
| Total Carried Forward | | | | | R - |

SALDANHA BAY MUNICIPALITY
MUNICIPAL COURT - UPGRADE
SUMMARY

| | DESCRIPTION | | | | TOTALS |
|------------------|--|--|--|--|----------|
| | <p><u>SUMMARY</u></p> <p>SECTION 1: GENERAL - PRELIMINARY AND GENERAL</p> <p>BILL NO. 2 : DEMOLITION / ALTERATIONS</p> <p>BILL NO. 3 : EARTHWORKS, SITE CLEARANCE, EXCAVATION, ETC.</p> <p>BILL NO. 4 : CONCRETE, FORMWORK AND REINFORCEMENT</p> <p>BILL NO. 5: PRECAST CONCRETE, LINTOLS, ETC.</p> <p>BILL NO. 6: MASONERY - BRICKWORK, PAVING, ETC.</p> <p>BILL NO. 7: WATERPROOFING - DAMPPROOFING OF WALLS AND FLOORS, ETC.</p> <p>BILL NO. 8: ROOF COVERINGS / INSULATION / CARPENTRY</p> <p>BILL NO. 9: CEILINGS, PARTITIONS AND ACCESS FLOORING</p> <p>BILL NO. 10: IRONMONGERY HINGES, BOLTS, ETC.</p> <p>BILL NO. 11: METALWORK ALUMINIUM WINDOWS, DOORS ETC.</p> <p>BILL NO. 12: PLASTERING SCREEDS, ETC.</p> <p>BILL NO. 13: PLUMBING AND DRAINAGE</p> <p>BILL NO. 14: MIRRORS</p> <p>BILL NO. 15: PAINTWORK</p> <p>BILL NO. 16: PROVISIONAL</p> | | | | |
| Sub Total | | | | | R |

CONTINGENCIES

10%

SUB TOTAL

=====

15% VAT

15%

FINAL TOTAL

=====

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

PART C3 Scope of Work
Part C3.1 Description of Works

PART A - DESCRIPTION OF WORKS – PART C3.1

1. Scope of Work:

The works proposed under this contract requires the Upgrade of the Municipal Court for Saldanha Bay Municipality. The scope of the work to be carried out by the Contractor shall include, but not be limited to, the following items of work as indicated on the attached drawings/specifications:

Contractor's site establishment and de-establishment;
Setting out of the works;
Building work;
Plastering;
Plumbing Installation;
Aluminium Installation;
Metalwork;
Electrical Work;
Painting,
Carpentry & Joinery,
Blinds,
Fire suppression system

2. Site Location

The site is situated in Vredenburg.

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 | Pages 85 - 89 |
| Occupational Health and Safety Act (85/1993) | See clause 17 Part A & SHEQ Specifications |
| Drawings: | |
| Joinery, security desk, security kiosk | |

The tenderers are required to check the number of pages and should any be found to be missing or in duplicate or the figures or writing to be indistinct or

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

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

4. Site Establishment & Security of the Site

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

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

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

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

5. Time to Complete the Work

The estimated time to complete works will be twelve (12) weeks.

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

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

Furthermore, if the contractor fails to repair any remedial work during the defect liability 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. Setting Out of the Work

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

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

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

7. Inspection of the Works

7.1 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.

7.2 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.

7.3 Site records: (Belongs to Saldanha Bay Municipality)

7.3.1 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.

7.3.2 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.

7.3.3 Program & Planning of the work

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

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

Activity program

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

Methods and Procedures

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

7.3.4 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.

7.3.5 Cash flow

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

8. Water Supply

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

9. Electricity Supply

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

10. Ablutions

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

11. 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.

12. 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.

13. Working Outside Normal Working Hours

Normal working hours are between 07:45 and 16:30 Mondays to Thursdays and from 7:45 and 15:00 on Fridays. If it is required to work outside the stated normal working hours the Contractor must obtain written permission at least 24 hours before such work needs to be undertaken. Saldanha Bay Municipality will not unreasonably withhold permission.

14. Escalation

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

15. 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.

16. Safety Precautions

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

The Contractor will be responsible for the repairs and the costs incurred in effecting such repairs to or any damage caused to Saldanha Bay Municipality's property or others' property by the Contractor's staff during transporting, off-loading and carrying out of the required work.

The Project Manager will provide information regarding the location of existing services, but the Project Manager does not accept responsibility for the accuracy of this information. The Contractor shall make further investigations to determine the exact locality, size and depth of existing services before commencing any work to ensure that no damage is done to any service(s).

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

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

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

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

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

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

17.1 Damage to Saldanha Bay Municipality's Assets and Liability

Saldanha Bay Municipality will not provide any insurance.

17.2 Act 85

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

17.3 Environment

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

-The National Environmental Management Act, 107/1998;

-The Environmental Conservation Act, 73/1989; and

-The National Water Act, 36/1998.

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

TRAFFIC CONTROL

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

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

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

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

EXCAVATED SPOIL

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

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

ENVIRONMENTAL MANAGEMENT

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

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

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

SITE SAFETY

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

Legal Requirements

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

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current,
- up-to-date copy of Occupational Health Safety Act shall be available on site at all times.
- Compensation for Occupational injuries & Diseases Act (Act 130 of 1993).
- The principle Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation insurer before being awarded the Contract. A current, up-to-date copy of the Compensation for Occupational Injury and Diseases Act (COIDA) shall be available on site at all times.
- Compliance to Construction regulations 2014

Structure and Responsibilities

Overall Supervision and Responsibility for Occupational Health and Safety

- The Client (Saldanha Bay Municipality) is to ensure that the Contractor, appointed in terms of Construction Regulation 5(1) (k), implements and maintains the agreed and approved Occupational Health & Safety Plan.

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

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

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

Further (Specific) Supervision Responsibilities for Occupational Health & Safety

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

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

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

The Occupational Health & Safety File

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

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

Notification of Construction Work

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

Training, Awareness and Competence

General Induction Training

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

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

Other Training

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

Competence

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

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

Consultation, Communication and Liaison

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

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

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

Incident Reporting and Investigation

Reporting of Accidents and Incidents

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

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

Is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed to the Client within two days and to the Provincial Director of the Department of

Labour within seven days (Section 24 of the Act & General Administrative Regulation 8.) EXCEPT that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect.

Accident and Incident investigation

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

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

Operational Control

Emergency Preparedness, Contingency Planning and Response

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

First Aid

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

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

Fall Protection (Working in Elevated Positions)

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

Scaffolding

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

Construction Vehicles & Mobile Plant (CV&MP)

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

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

Electrical Installations

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

The Contractor shall ensure that:

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

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

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

An electrical and mechanical lock-out procedure for the construction site shall be developed by the Principle Contractor and submitted for approval by the

Project Manager before construction commences. This lock-out procedure shall be adhered to by all Contractors on site.

Housekeeping

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

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

Personal & Other Protective Equipment

The Contractor shall identify the hazards. Engineering- and other solutions to mitigate the hazard(s) should be attempted before the issue of personal protective equipment (PPE) is considered.

The Contractor is required to inform employees of health and safety hazards and issue them with suitable equipment to protect them from these hazards. It is a further requirement that the Contractor maintains the equipment and instructs and train employees in the use of the equipment. Employees do not have the right to refuse to use/wear safety equipment.

Medical Certificate of Fitness

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

Public Health & Safety

The Contractor is responsible for ensuring that non-employees affected by the construction work, like visitors, the surrounding community and passers-by, are made aware of the dangers likely to arise from the construction work as well as

the precautionary measures to be observed to avoid or minimize these dangers. Appropriate signage must be posted to this effect and all employees on site shall be instructed to ensure that non-employees are protected at all times. All non-employees on site shall be instructed to ensure that non-employees are protected at all times. All non-employees entering the site must receive induction into the hazards and risks and the control measures.

Appendix:

Annexure 2 – Notification of Construction work

Annexure 3 – Medical Certificate of Fitness

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

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

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