

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LANGEBERG MUNICIPALITY)					
BID NUMBER:	TENDER 72/2021	CLOSING DATE:	29 APRIL 2022	CLOSING TIME:	12H00
DESCRIPTION	CLOAKROOMS UPGRDING, VAN ZYL STREET SPORTS GROUNDS, ROBERTSON				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BOX SITUATED AT

LANGEBERG MUNICIPAL OFFICES					
28 MAIN ROAD					
ASHTON					
6715					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FAX NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX INCOME NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE VAT INCLUSIVE	R	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM		CONTACT PERSON	MR. NIEL ALBERTYN	
CONTACT PERSON	Sabelo NGCONGOLO		TELEPHONE NUMBER	023 626 8200	
TELEPHONE NUMBER	023 615 8000		FAX NUMBER		
FAX NUMBER	023 615 1563		E-MAIL ADDRESS	nalbertyn@langeberg.gov.za	
E-MAIL ADDRESS	sngcongolo@langeberg.gov.za				

PART B - TERMS AND CONDITIONS FOR BIDDING

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 PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
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) PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



TENDER 72/2021

Tenders are hereby requested for the CLOACKROOMS UPGRADING, VAN ZYL STREET SPORT GROUNDS, ROBERTSON as specified in the bid document. Completed Bids, in sealed envelopes, clearly marked **"TENDER 72/2021 CLOACKROOMS UPGRADING, VAN ZYL STREET SPORT GROUNDS, ROBERTSON"** should be placed in the tender box, at the Langeberg Municipal Office, 28 Main Road, Ashton, not later than **12:00 on 29 APRIL 2022** when the Bids will be opened in public. Late, faxed or e-mailed tenders will not be considered.

THE ESTIMATED CONTRACT VALUE INDICATES A CIDB REQUIREMENT OF GB1 OR HIGHER.

A COMPULSORY SITE MEETING WILL BE HELD AT THE ROBERTSON MUNICIPAL OFFICES, 52 CHURCH STREET, ON THE 21 APRIL 2022 AT 10H00

PLEASE NOTE:

The official Bid document must be fully completed in black ink, all pages must be submitted and the document should be bound.

Supporting documents must be submitted separately and must be stapled or bound.

Only goods and services applicable to local production and content will be considered.

The lowest, or any tender, will not necessarily be accepted and council reserves the right to accept any tender. Tenders will be evaluated according to the Council's Supply Chain Management Policy and the 80/20 Preference Point system. The Supply Chain Management Policy can be viewed at Municipal Offices or www.langeberg.gov.za

Tender documents are available from **08 April 2022**, on the Langeberg Municipal website: www.langeberg.gov.za

Please refer written enquiries to **Mr. NW Albertyn** (nalbertyn@langeberg.gov.za).

**ASA DE KLERK
MUNICIPAL MANAGER
Private Bag X2
Ashton,
6715**

TABLE OF CONTENTS

	CONTENT	PAGE NO
I	PART A INVITATION TO BID	1
II	PART B - TERMS AND CONDITIONS FOR BIDDING	2
III	ADVERTISEMENT	3
IV	TABLE OF CONTENTS	4
1	GENERAL CONDITIONS OF CONTRACT	5
2	SPECIAL TENDER CONDITIONS	16
3	DECLARATION OF "IN THE SERVICE OF THE STATE"	20
4	MUNICIPAL SERVICE ACCOUNT	21
5	PRICING SCHEDULE – FIRM PRICES (MBD 3.1)	22
6	DECLARATION OF INTEREST (MBD 4)	23
7	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)	27
8	CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)	32
9	CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1) PART 2 (TO BE FILLED IN BY THE PURCHASER)	34
10	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)	35
11	CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)	37
12	CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9) FORM TO BE COMPLETED	38
13	CODE OF CONDUCT FOR SUPPLIERS	40
14	TECHNICAL SPECIFICATIONS	43
	RETURNABLE SCHEDULE PROOF OF COIDA RETURNABLE SCHEDULE PROOF OF CIDB REGISTRATION RETURNABLE SCHEDULE PROOF OF PUBLIC LIABILITY INSURANCE RETURNABLE SCHEDULE PROOF OF EXPERIENCE	72- 76
15	CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	77
16	CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT	81

1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions:

The following terms shall be interpreted as indicated

- 1.1.1. **"Closing time"** means the date and hour specified in the bidding advertisement for the receipt of bids.
- 1.1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.1.7. **"Day"** means calendar day.
- 1.1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.1.12. **" Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.1.14. **"GCC"** means the General Conditions of Contract.
- 1.1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty

or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

- 1.1.17. **“Local content”** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.1.20. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.1.22. **“Republic”** means the Republic of South Africa.
- 1.1.23. **“SCC”** means the Special Conditions of Contract.
- 1.1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.1.25. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.1.26. **“Tort”** means in breach of contract.
- 1.1.27. **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.1.28. **“Written” or “in writing”** means hand-written in ink or any form of electronic or mechanical writing.

1.2. Application

- 1.2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 1.2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 1.2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply

1.3. General

- 1.3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged
- 1.3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

1.4. Standards

- 1.4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

1.5. Use of contract documents and information inspection

- 1.5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection

therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 1.5.1 except for purposes of performing the contract.
- 1.5.3. Any document, other than the contract itself mentioned in GCC clause 1.5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 1.5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

1.6. Patent Rights

- 1.6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 1.6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

1.7. Performance security

- 1.7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 1.7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 1.7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 1.7.4. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or a cashier's or certified cheque
- 1.7.5. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

1.8. Inspections, tests and analyses

- 1.8.1. All pre-bidding testing will be for the account of the bidder.
- 1.8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 1.8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 1.8.4. If the inspections, tests and analyses referred to in clauses 1.8.2 and 1.8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 1.8.5. Where the goods or services referred to in clauses 1.8.2 and 1.8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 1.8.6. Goods and services which are referred to in clauses 1.8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.
- 1.8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 1.8.8. The provisions of clauses 1.8.4 to 1.8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 1.22 of GCC.

1.9. Packing

- 1.9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 1.9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

1.10. Delivery and documents

- 1.10.1. Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

1.11. Insurance

- 1.11.1. The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

1.12. Transportation

- 1.12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified.

1.13. Incidental Services

- 1.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
 - 1.13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 1.13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 1.13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

1.13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

1.13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

1.13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

1.14. Spare parts

1.14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

1.14.2. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and in the event of termination of production of the spare parts:

1.14.3. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

1.15. Warranty

1.15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

1.15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

1.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

1.15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

1.15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

1.16. Payment

1.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

1.16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

1.16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

1.16.4. Payment will be made in Rand unless otherwise stipulated.

1.17. Prices

- 1.17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

1.18. Variation orders

- 1.18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

1.19. Assignment

- 1.19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

1.20. Subcontracts

- 1.20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

1.21. Delays in the supplier's performance

- 1.21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 1.21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 1.21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.
- 1.21.4. Except as provided under GCC Clause 1.25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 1.22.1, unless an extension of time is agreed upon pursuant to GCC Clause 1.22.2 without the application of penalties.
- 1.21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without canceling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

1.22. Penalties

- 1.22.1. Subject to GCC Clause 1.25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 1.23.

1.23. Termination for default

- 1.23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 1.23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 1.21.2;
 - 1.23.1.2. if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 1.23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 1.23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 1.23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 1.23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprises or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first – mentioned person, and with which enterprise or person the first – mentioned person, is or was in the opinion of the purchaser actively associate
- 1.23.6. .If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 1.23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 1.23.6.2. the date of commencement of the restriction
 - 1.23.6.3. the period of restriction; and
 - 1.23.6.4. the reasons for the restriction.
- 1.23.7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 1.23.8. If a court of law convicts a person of an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

1.24. Antidumping and countervailing duties and rights

- 1.24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti- dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing

right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

1.25. Force Majeure

- 1.25.1. Notwithstanding the provisions of GCC Clauses 1.22 and 1.23, the supplier shall not be liable for forfeiture of its performance supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 1.25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

1.26. Termination for solvency

- 1.26.1. The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

1.27. Settlement of Disputes

- 1.27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 1.27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 1.27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 1.27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
 - 1.27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - 1.27.4.2. the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

1.28. Limitation of Liability

- 1.28.1. Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to Clause 1.6;
 - 1.28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- 1.28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

1.29. Governing language

- 1.29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

1.30. Applicable law

- 1.30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified

1.31. Notices

- 1.31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 1.31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

1.32. Taxes and duties

- 1.32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 1.32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 1.32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 1.32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

1.33. Transfer of contracts

- 1.33.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

1.34. Amendment of contract

- 1.34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

1.35. Prohibition of restrictive practices

- 1.35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 1.35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigating and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.

- 1.35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part , and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



2. SPECIAL TENDER CONDITIONS**SPECIAL TENDER CONDITIONS**

This tender is subject to the Supply Chain Management Policy of the Langeberg Municipality. The aim of the policy is to improve job opportunities and to stimulate prosperity in the municipal area. Broad Based Black Economic Empowerment (BBBEE) will receive preferential adjudication.

Tenderers must take note that a tender will be granted on the ground of their performance capacity as well as a preference formula.

For tenderers to qualify for the advantages of the policy, they must thoroughly complete the document. **If the schedules are not thoroughly completed the tender will not be considered.**

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 a possibility of criminal prosecution.

The complete Supply Chain Management Policy is available for inspection at the Municipal Offices at Ashton and websites (www.langeberg.gov.za).

2.1 TENDER DOCUMENTS

Tender documents are obtainable and must be returned as described in the tender notice. The completed documents of the tender fully priced, extended and totaled, completed in all respects, signed and sealed in an envelope which is to be endorsed "TENDER 72/ 2021: CLOACKROOMS UPGRADING, VAN ZYL STREET SPORTS GROUNDS, ROBERTSON",

2.1.1. " must be placed in the tender box at the Municipal Offices, 28 Main Street, Ashton

2.1.2. Tenders submitted by fax, e-mail, telex or telegraphically will not be accepted. Postal Tenders will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate tender box by the closing time for such tenders. The Langeberg Municipality disclaims any responsibility for seeing that such tenders/ are lodged in the tender box.

2.1.3. Any tender delivered to an address other than the one stipulated in the tender notice will not be accepted. Tenders may not be handed in at other offices of the Langeberg Municipality.

2.1.4. Tenders will be opened in public, shortly after closing time of tenders. The name of the tenderer/bidder and the total tender/bid price will be announced to all tenderers/bidders present at the opening.

2.1.5. Tenders received after the closing date and time shall be declared invalid and will not be considered.

2.1.6. Tender documents will be compiled in the following format:

2.1.7. Opening Page: Name and address of Tenderer, Pricing Totals, Costing and conditions of payment;

2.1.8. Schedule 1: Mandatory returnable forms and attachments;

2.2 SOUTH AFRICAN CURRENCY

- 2.2.1 All payments from the Langeberg Municipality will be made in the currency of the Republic of South Africa (Rand). The tenderer/bidder shall specify clearly all matters and conditions regarding payments in the tender/bidder specifications.
- 2.2.2 Tenders shall indicate separately prices excluding value added tax and included value added tax (VAT) in the tender/bid rates and amounts.

2.3 INCOMPLETE TENDERS/BIDS

- 2.3.1 Tenders will be rejected in the event of incomplete offers and irregularities of any nature contained in the tender or in any of the completed tender schedules.

2.4 WITHDRAWAL OF TENDERS/BIDS

- 2.4.1 A tenderer/bidder may, without incurring any liability, withdraw his tender provided written advice to that effect reaches the Langeberg Municipality before the expiry of the time fixed in the tender/bid notice for receiving tenders/.

2.5 CHECKING OF TENDER DOCUMENTS

- 2.5.1 Before submitting a tender the tenderer/bidder shall check the numbering of the pages in the tender/bid documents and if any pages part of the tender/bid document is found to be missing or if any part of the documents is illegible or indistinct, he shall immediately notify the Langeberg Municipality.
- 2.5.2 The Langeberg Municipality will not be liable in any way for any claims arising through neglect of the Tenderer/bidder to comply with these requirements.

2.6 EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER DOCUMENTS

- 2.6.1 The Langeberg Municipality shall not be liable for any expenses or losses incurred by the Tenderer/bidder due to visiting the site or municipal area and the preparation and/or submission of the tender/bid documents.

2.7 PERIOD OF VALIDITY

- 2.7.1 Tenders, whether for a part of or for the whole of the project, shall remain valid for a period as specified by the tenderer/bidder, which period shall be that period between the date upon which tenders/bids close up to the date upon which notice is given that the tender/bid has been awarded, but at least a period of **120 days**.

2.8 ACCEPTANCE OR REJECTION OF TENDERS/BIDS

- 2.8.1 The Langeberg Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

2.9 PREFERENTIAL PROCUREMENT

- 2.9.1 Tenders/bids will be considered in terms of the Preferential Procurement Policy of the Langeberg Municipality.

2.10 REGISTRATION AS SERVICE PROVIDER

- 2.10.1 Only those tenderer/bidders that are registered on the Central Supplier Database as service providers, or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders/bids. The Langeberg Municipality will only enter into a formal contract with a tenderer/bidder that is registered on this Database as service provider.

2.11 JOINT VENTURE AGREEMENTS (IF APPLICABLE)

- 2.11.1 Any Joint Venture Agreement must be submitted with the tender/bid document detailing the split of responsibilities in terms of the tender/bid specifications, i.e. percentage of work to be performed by each partner.
- 2.11.2 All parties to the Joint Venture Agreement must be registered and verified on the Western Cape Supplier Database. Only those that are registered and verified before the closing date of the tender/bid will qualify for preference points.
- 2.11.3 It must be noted that the order will be placed in the name of the BEE Partner as well as all financial administration that follows such an order/s. The Joint Venture Agreement must stipulate the BEE partner selected for this in the event of the Joint Venture been considered successful.

2.12 LOCAL BUSINESS/OFFICE:

- 2.12.1 A local office of a tenderer/bidder shall be deemed to be a physical address inside the demarcated boundaries of the Langeberg Municipality area.

2.13 TEST FOR RESPONSIVENESS

- 2.13.1 No Tender will be considered unless it meets the following responsiveness criteria:
- 2.13.2 The tender must be properly received in a sealed envelope clearly indicating the description of the service and the tender/bid number for which the tender/bid is submitted.
- 2.13.3 The tender must be deposited in the relevant tender box as indicated on the notice of the tender on or before the closing date and time of the bid
- 2.13.4 An Income Tax Number and a Tax verification pin (OTP) must be submitted with the tender/bid on or before the closing date and before the closing time.
- 2.13.5 A latest Municipal service account obtained from the local municipality must be submitted.
- 2.13.6 The official tender document must be fully completed in black ink, all pages must be submitted preferably should be bound. Where information requested does apply to the bidder and the space is left blank, the tender document will be deemed as non-responsive.
- 2.13.7 If the entity submitting a bid is a Joint Venture or a Consortium or Partnership, each party to that formation must submit all the above information
- 2.13.8 The tenderer/bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).
- 2.13.9 The tenderer/bidder must adhere to pricing Instructions
- 2.13.10 The tenderer/bidder must complete and sign all tender forms. Where indicated, forms must be signed and stamped by a Commissioner of Oaths.
- 2.13.11 All mandatory returnable forms and prescribed attachments must be completed and where applicable signed by a Commissioner of Oaths.
- 2.13.12 All tenders' conditions/specifications must be complied with.

2.14 PAYMENT OF INVOICES

- 2.14.1 All payments from the Langeberg Municipality will be made within 30 days of receipt of valid tax invoice for goods and services rendered to the satisfaction of the Municipality,



3. DECLARATION OF "IN THE SERVICE OF THE STATE"

If a spouse, child or parent of the owner, director, manager, shareholder or stakeholder of the entity is in the service of the state, or has been in the service of the state in the previous twelve months, the following information must be completed: (Please indicate if not applicable)

The name of the person in the employment of the state:

.....

The capacity in which that person is in service of the state:

.....

Is that person an owner, director, manager, shareholder or connected to the business: Yes or No? **(If yes please specify)**

.....

The relationship to the owner, director, manager, shareholder or stakeholder of the entity:

	Spouse	Child	Parent
Owner	☐	☐	☐
Director	☐	☐	☐
Manager	☐	☐	☐
Shareholder	☐	☐	☐

"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 of 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 public entity; or

(f) An employee of Parliament or a provincial legislature.

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

4. MUNICIPAL SERVICE ACCOUNT

4.1 An original latest municipal account must be attached to this page.

- 4.2 It should be noted that the tender cannot be considered/evaluated if any municipal rates and taxes or municipal services charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or entity, are in arrears for more than three months,
- 4.3 If the bidder or any of its directors are not responsible for the payment of municipal rates of service charges to the municipality or municipal entity, or to any other municipality or entity, a sworn affidavit to this effect must be attached to this page.



5. PRICING SCHEDULE – FIRM PRICES (MBD 3.1) (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder:

Bid number:

Closing Time 12:00

Closing date:

OFFER TO BE VALID FOR DAYS FROM THE CLOSING DATE OF BID.



6. DECLARATION OF INTEREST MBD 4

6.1 Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- 6.1.1. the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

- 6.2.1 Full Name of bidder or his or her representative:
- 6.2.2 Identity Number:
- 6.2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
- 6.2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
- 6.2.5 Tax Reference Number:
- 6.2.6 VAT Registration Number:

6.3 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 6.5 below.

¹"State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- b) any municipality or municipal entity;
- c) provincial legislature
- d) national Assembly or the national Council of provinces; or
- e) Parliament.

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

6.4 Are you or any person connected with the bidder presently employed by the state?

YES / NO

- 6.4.1 If so, furnish the following particulars:

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

Name of state institution at which you or the person connected to the bidder is employed:

Position occupied in the state institution:

Any other particulars:

.....
.....

6.4.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative

6.4.3 work outside employment in the public sector?

YES / NO

6.4.4 If yes, did you attach proof of such authority to the bid document?

YES / NO

6.4.5 (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

6.4.6 If no, furnish reasons for non-submission of such proof:

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

6.4.7 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

6.4.8 If so, furnish particulars:

.....
.....

.....
LANGEBERG
MUNICIPALITEIT MUNICIPALITY MASIPALA

6.4.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

6.4.10 If so, furnish particulars.

.....
.....

6.4.11 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

YES/NO

6.4.11.1 If so, furnish particulars.

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

6.4.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

6.4.12.1 If so, furnish particulars:

.....

6.5 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Personal Number

6.6 DECLARATION

I, THE UNDERSIGNED (NAME):
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 6.2 and 6.5 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



7. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser 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 purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

4.4

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

80/20

or

90/10

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

or

$$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

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 B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES		NO	
-----	--	----	--

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier

- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 5.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser 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 by the National Treasury 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.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

9 CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

9.1 I, Mr. ASA DE KLERK in my capacity as Municipal Manager

9.2 accept your bid under reference number **TENDER 72/2021** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

9.3 An official order indicating delivery instructions is forthcoming.

9.4 I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

10 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

- 10.1 This Municipal Bidding Document must form part of all bids invited.
- 10.2 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.
- 10.3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
- 10.4 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
- 10.5 been convicted for fraud or corruption during the past five years;
- 10.6 will-fully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- 10.7 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).
- 10.8 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
10.9	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons 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 Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
10.10	If so, furnish particulars:		
10.11	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
10.12	If so, furnish particulars:		
10.13	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 ☐	No ☐
10.14	If so, furnish particulars:		

10.15	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
10.16	If so, furnish particulars:		
10.17	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 ☐	No ☐
10.18	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

LANGEBERG

MUNISIPALITEIT MUNICIPALITY MASIPALA

.....

Position Name of Bidder

11 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 11.1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 11.2 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 *pe se* prohibition meaning that it cannot be justified under any grounds.
- 11.3 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:
- 11.4 take all reasonable steps to prevent such abuse;
- 11.5 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
- 11.6 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.
- 11.7 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.
- 11.8 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

12 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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)

- 12.1 I have read and I understand the contents of this Certificate;
- 12.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 12.3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 12.4 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;
- 12.5 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:
 - has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 12.6 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.
- 12.7 In particular, without limiting the generality of paragraphs 12.6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - prices;
 - geographical area where product or service will be rendered (market allocation)
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.
- 12.8 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.
- 12.9 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.
- 12.10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not

exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



13 CODE OF CONDUCT FOR SUPPLIERS

Langeberg Municipality is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of Langeberg Municipality expectation from the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Langeberg Municipality procurement ethics focuses on **zero tolerance on corruption, avoiding any form of interest and honest representation of supplier's capabilities.**

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with Langeberg Municipality.

Policy on Corruption and Position on Conflict of Interest

Langeberg Municipality expects all contracted suppliers and companies seeking to sell goods and services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/or at the direction or request of any Staff or Langeberg Municipality;
- To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.
- To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Representation from Suppliers

Langeberg Municipality expects all its suppliers to honestly declare and warrant that:

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;
- It will not act in concert with other suppliers or agents when participating in a bid;
- It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third party provider of the same products/services;
- It will only supply products that are certified to be of merchantable and satisfactory quality;
- The supplier possesses the necessary capabilities, equipment and suitable place of business to perform its obligations;
- It shall not contract out or subcontract or outsource any portion of the products/services unless prior written consent from Langeberg Municipality has been obtained; and
- It shall maintain the highest standards of integrity and quality of work at all times.

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting behalf of them (approval of Langeberg Municipality).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Langeberg Municipality expects suppliers to:

- Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;
- Provide Langeberg Municipality representatives with access to relevant records, upon Langeberg Municipality request;
- Allow Langeberg Municipality representatives to conduct interviews with the supplier's employees and with management separately;
- Allow Langeberg Municipality representatives to conduct announced and unannounced site visits of supplier locations; and
- Respond promptly to reasonable inquiries from Langeberg Municipality representatives in relation to the implementation of the Code of Conduct.

Secure Communication Channels

Langeberg Municipality has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Langeberg Municipality at:

Municipal Manager

28 Main Road

Ashton

6715



or contact at mm@langeberg.gov.za;

Langeberg Municipality will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Langeberg Municipality will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be rated strictly confidential.

SANCTIONS

Breach of the Code may result in actions being taken against that service providers, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the service provider to resolve any issues stemming from the breach.

The range of actions to be imposed include but are not restricted to the following:

- Formal written warnings;
- Required disclosure of nature of breach in terms of the Policy;
- Immediate termination of contract;
- Criminal and/or civil action.

ACKNOWLEDGEMENT AND ACCEPTANCE

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____

Address: _____

Representative: _____

Signature: _____

Date: _____



14 TECHNICAL SPECIFICATIONS

STANDARD SPECIFICATIONS:

The Standard Specifications for Civil Engineering Construction, SANS 1200, which the tenderer shall obtain / purchase from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

MATERIALS:

All materials should, where possible, bear the SABS-marking of quality assurance

All brands mentioned serves as a guiding reference, alternative/ equivalent products are to be approved by project management in writing prior to the purchase of said materials.

Wall paint is to bear a minimum of a 12-year warrantee.

The contractor is to provide all materials and own tools and equipment to successfully complete the works.

WORKMANSHIP AND QUALITY CONTROL:

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings/Details rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced Project Manager, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision / preliminary and general and all overhead costs, including testing carried out by the Contractor, will be deemed to be included in the rates offered for the related items of work.

On completion and submission of every part of the work to the Project Manager for examination and measurement, the Contractor shall furnish the Project Manager with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications if so required

All electrical works are to be carried out by a qualified electrician and a Certificate of Compliance is to be issued for works completed.

All plumbing works are to be carried out by a suitably qualified plumber, who is to issue a plumbing certificate for works completed.

LABOUR REQUIREMENTS:

It is the intention that this contract should make the maximum use of local labour. To this end, the contractor shall limit the utilization on the contract of non-local employees to that of key personnel only and to endeavor to employ and train local labour to the extent necessary for the execution and completion of this contract. All local labour is to be sourced primarily from Ward 1 Robertson

The contractor will furnish the Engineer/Manager and any other person that the Engineer /Manager choose, on a monthly basis, the following information:

1. Full names and contact telephone numbers of all employees on site.
 2. Copy of proof of residency of all employees.
 3. Certified copy of Identification document of employees.
 4. Copy of employment agreement
 5. Complete progress report with works designations
- The above mentioned reporting by the main contractor is to include all sub-contractors staff

A.2.7 – A.2.8 NETBAL COURT-SIDE DOOR ALTERATIONS:

The entrance door and adjacent windows to the netball court viewing room are to be removed and delivered to the centralized municipal yard, Robertson.

The opening is to be altered to fit a centrally placed inward opening 2,1m x 1,8m bronze aluminium double door. Sides of the door is to be bricked to widths of approximately 500 mm, leaving openings on either side of 1,5 m (W) x 1,8 m (H) to fit bronze aluminium PTT1518.

Walls and windows are to be stepped in at both windows with a double wall surrounding the window openings. Brick-force are to be installed at every second layer and new walls are to be fixed to the existing wall with chemically anchored 350 mm Y10-rods at no more than 400 mm centres. Allow for 2 lintels (114mm x 75mm) above each window. Brickwork to be plastered smooth.

Walls built to be painted with one coat primer and three coats of low sheen, water based, washable SABS approved wall paint suitable for interior use bearing a minimum 12 year warrantee. Works to be done according to manufacturer's recommendations. Allow for deep tint, colour to be confirmed in writing with Project Management.

A.3 RAMP CONSTRUCTION:

The contractor is to construct a SANS 10400-S:2011 compliant wheelchair-friendly ramp to the cloak room entrance. The ramp is not to exceed a slope of 1:12 with a camber not greater than 1:50. The ramps is to have a clear trafficable surface not less than 1100mm wide and be slip resistant under wet and dry conditions.

The ramp is to be constructed with a minimum 75mm 30Mpa concrete surface reinforced with ref.314 mesh. A 230mm barrier wall is to be constructed to a 150mm height above the ramp to prevent slip-off. The wall is to be plastered smooth, primed and painted to match the colour of the building. Painting according to the manufacturer's specifications.

A round hand rail conforming to SANS 10400-S:2011, Ed.3 section 4.10 is to be installed at a height not exceeding 1000 mm

A.4 NETBAL COURT-SIDE BARRIER WALL AND PAVING:

Construction of wall: Netball court side:

Excavate soil to an average depth of 200 mm below natural ground level to allow for a strip footing.

Cast a 100mm 20 MPa strip footing and allow for Y16 x 600mm starter bars installed into the footing at 1000mm centres.

Construct a 220mm (W) x 610mm (H) x 24 000mm (L) wall with 200mm x 200mm x 400mm hollow core cement bricks. Cores are to be filled with 20 MPa concrete and brick-force is to be installed between all courses.

The wall is to be plastered on all exposed sides, allowed to dry and then painted with one coat universal under coat and then two coats of washable PVA paint, suitable for exterior use, paint colour to be confirmed in writing prior to purchasing of materials.

Paving, Netball court side: As indicated on site:

Remove and dispose of asphalt surfacing of 42 m² and a concrete walkway of 4.8 m² at the municipal waste facility in Zolani, Ashton

Excavate in-situ soil to a level of 150mm below the natural ground level and compact by means of mechanical roller compaction.

All excavated materials are to be disposed of at the municipal waste facility in Zolani, Ashton

Install 5.4m precast concrete E1 edgings on a 100mm concrete bedding with backing placed from mid-height at a 45-degree on either side of the intended paving area. (Two sections)

Import 6.5m³ crusher dust placed and compacted in a 100mm uniform layer allow for a 10mm sand screed.

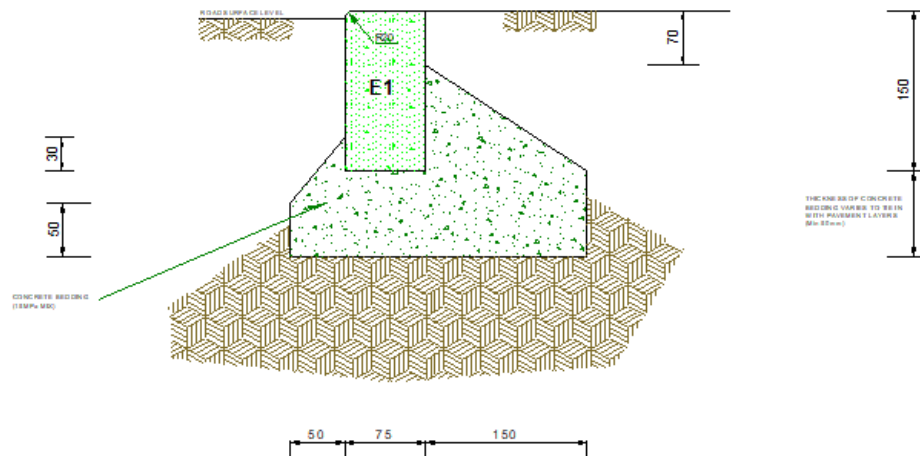
Pave the 65m² area with a 50mm beveled edge charcoal bond brick boarder paver and with light grey 50mm beveled edge paver placed in a 45-degree herringbone pattern over the remaining area. Voids between pavers are to have sand washed in. Paving to be rolled by a mechanical compactor.

E1 edging

All products must comply with the following:

- 1) Free from cracks other than hair line cracks;
- 2) Free from visible twist and dents;
- 3) No patching of defective surfaces or edges;
- 4) The colour of the product should be uniform.

E1 edgings are to be bedded and backed with 15MPa concrete as per detail



B.1.1 –B.1.6 KITCHEN COUNTER:

An L-shaped kitchen counter is to be constructed to the following requirements:

The L-shaped counter is to be constructed to 0.6 m (W) x 2.5 m (L) and 0.6 m (W) x 2.1 m (L)

A 32 mm post-form countertop is to be fixed to 850 mm (H) x 230 mm (W) walls constructed at each end of the counter top. 75 mm (H) Lintels are to be installed at mid-height to the full length and width to create shelves. Walls and lintels are to be plastered smooth.

Countertops are to be fixed to the walls by means of 50 x 50 x 20mm MiTek type C brackets, or similar type approved product. Brackets are to be fitted to the walls by means of 5 x 45 mm wall screws, plugs and washers, two screws per bracket. The counter tops are to be fixed to the brackets by means of 3.5 mm x 25 mm full threaded screws with washers.

The countertop is to be sealed along all edges against the wall and sink with mould-resistant marine type clear silicone.

All raw plaster works are to be painted with one coat primer and three coats of low sheen, water based, washable SABS approved wall paint suitable for interior use bearing a minimum 12 year warrantee. Works to be done according to manufacturer's recommendations. Allow for deep tint, colour to be confirmed in writing with Project Management.

B.4.6 CLOAK ROOM BENCHES (Also, subsequent references to item):

Wooden benches are to be removed and delivered to the centralised municipal stores, Dirkie Uys Street, Robertson.

Walls are to be constructed with Dimensions 230 mm (W) x 450 mm (H) x 450 mm (D) at centres not exceeding 1500 mm. 75 mm Lintels are to be installed on top of the constructed walls to create a seating area with a width of 450 mm. The length of the newly constructed seats is to match that of the existing seats.

Walls and lintels are to be plastered smooth, allowed to dry and then painted with one coat primer and three coats of low sheen, water based, washable SABS approved wall paint suitable for interior use bearing a minimum 12 year warrantee. Works to be done according to manufacturer's recommendations. Allow for deep tint, colour to be confirmed in writing with Project Management.

B.4.7 WASH TROUGH (Also, subsequent references to item):

The basins and taps are to be removed and delivered to the centralised municipal stores, Robertson.

Construct the wash troughs as per drawing provided. Lengths of each wash trough is provided in the schedule. Wash troughs are to be free draining and functional. Each wash trough is to have three (3) equally spaced Walcro 101R, or equivalent approved, metered self-closing bib tap connected to the water mains, each tap is to be fitted with a concealed stopcock. Each wash trough is to have a 40 mm waste & trap fitted and is to be connected to the waste systems. Allow for the required alterations. See drawing for reference.

B.7.16 – B.7.20 URINAL CONSTRUCTION (Also B.8.16 – B.8.20) :

Existing urinals identified to be removed and reconstructed as follows:

The urinals, including channel, splash-back and steps are to be removed and disposed of at the municipal waste facility, Zolani, Ashton.

Supply and install curved back Grade 304 (18/10) 1.2mm Stainless Steel urinal, Kwikot KCB 101 or equivalent approved product with noise dampening. Each urinal is to be fitted with two Walcro 550URV stainless steel 'wall' urinal flush valve or equivalent approved suitably sized flush valve/s.

The urinal is to be fitted with a trap and connected to the existing waste lines. Allow for alteration to the water and waste lines to accommodate the new urinal.

The urinals are to be installed to a built and plastered 300 mm (W) x 200 mm (H) step and with 220mm plastered walls on either side of the urinal. The walls and steps are to be primed and painted with one coat primer and subsequently painted with three coats washable polyurethane floor paint. Color to match existing floor. Paint is to be applied according to the manufacturer's recommendations.

D.3 SECURITY – ROCK GUARD:

The contractor is to manufacture and install rock-guard to the kitchen window and is to cover a minimum area of 2100 mm (W) x 900 mm (H).

The frame is to be constructed with 20 mm x 20mm x 2 mm square tubing, with a vertical brace placed centrally of similar tubing. The frame is to be covered with 25 mm x 60 mm x 3 mm x 3mm expanded metal mesh and is to be neatly welded to the frame with continuous welds.

The frame is to have six (6) L- brackets which allows for a 100mm off-set from the wall to allow the kitchen window to open.

The rock-guard is to be painted with one coat Duram NS4 metal primer and apply two coats of black Duram NS 8 metal topcoat or equivalent approved products. Painting to be done according to the manufacturer's specifications.

Brackets are to be fixed to the walls by means of one M10 x 70mm expansion anchors. Anchors are to be spot-welded to the brackets to prevent unwarranted removal.

D.5 SECURITY GATE - External Door to the Sports field:

Manufacture and install outward opening double leaf security gate, to be fitted to the door opening leading to the pavilion/sports field.

The gates are to have a frame constructed of 38 mm x 38 mm x 2 mm and a horizontal brace at mid-span of 50 mm (H) x 38 mm (W) x 2 mm rectangular tubing. The gate is to have 25 mm x 25mm x 2 mm square tubing spaced at 125mm centers inside the frame opening.

The gate is to be fitted with a tamper resistant lockbox, with the lock accessible from the inside and outside. The lock box is to have an internally fitted pad bolt. Each gate is to be fitted with a vertically mounted pad bolt which locks into the floor.

Each gate is to be hung to a wall mounted 38mm x 38mm x 3 mm square tubing frame with no less than three heavy duty bullet-type hinges per gate.

The wall mounted 38 x 38 x 3mm square tubing frame is to be fitted with concealed M12 x 90mm expansion bolts to the wall, spaced at no more than 500mm centers.

The security gate is to be painted with one coat Duram NS4 metal primer and apply two coats of black Duram NS 8 metal topcoat or equivalent approved products. Painting to be done according to the manufacturer's specifications.



REFURBISHMENT OF THE CLOAKROOMS, VAN ZYL STREET SPORTSGROUNDS, ROBERTSON
 LANGEBERG MUNICIPALITY
 EXTERNAL WORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A		EXTERNAL WORKS				
A.1		PAINT AND RELATED WORKS				
A.1.1		Walls are to be prepared, flaking paint removed and cracks are to be closed, apply one coat universal undercoat and two coats of tinted PVA paint suitable for exterior use. Colour to be confirmed in writing prior to the purchasing of the materials	m ²	190,00		
A.1.2		Sand window sills and paint with one coat universal undercoat and two coats gloss enamel top coat. Colour to be confirmed in writing prior to the purchasing of the materials	m ²	4,50		
A.1.3		Burglar bars are to be removed, wire brushed, sanded and is to be free of rust and flaking paint. Apply one coat suitable metal primer and apply two coats of Duram NS 8, or equivalent, metal topcoat. Works to be done according to the manufacturer's specifications	m ²	3,00		
A.1.4		Existing burglar bars are to be refitted to their original positions with new M8 x 75 coach screws including new fisher plugs. Coach screws are to be spot welded to the burglar bars to prevent unwanted removal.	item	64,00		
A.1.5		50 mm x 50 mm Steel columns to be sanded and be free from rust and flaking paint. Apply one coat suitable metal primer and apply two coats of Duram NS 8, or equivalent, metal topcoat. Works to be done according to the manufacturer's specifications. Colour to be confirmed prior to purchasing materials	m ²	1,50		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A.1.6		Sand down and clean the stoep and steps to be free from dust and flaking paint. Apply two coats of Duram Stoep Enamel paint, or equivalent approved product, applied according to the manufacturer's specifications	m ²	20,00		
A.1.7		Clean the expansion joint of the stoep and seal with a flexible UV resistant, non-shrinking, joint sealer suitable for concrete works.	m	9,20		
A.1.8		Window frames to be sanded, cleaned and be free from flaking paint. Frames are to be painted with one coat universal under coat and two coats white gloss enamel top coat, inside and outside of the window frame	m ²	7,00		
A.2		BUILDING AND WETWORKS:				
A.2.1		Damaged plaster to be opened and cleaned. Apply an SABS approved bonding liquid to the affected areas and re-plaster to a smooth continuous finish.	m ²	1,00		
A.2.2		Exposed waterpipes to the building to be boxed, plastered closed and finished off neatly	item	4,00		
A.2.3		All window's glass and perspex, as indicated on site, to be removed and delivered to the centralized municipal stores, Robertson.	m ²	15,00		
A.2.4		Supply and install obscured (white) 6mm window glass to the frames indicated on site. Allow for window putty and all other consumables required	m ²	15,00		
A.2.5		Remove existing entrance door and adjacent windows and deliver to the centralised municipal stores	item	1,00		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A.2.6		Remove the kitchen window and deliver to the centralised stores in Robertson	item	1,00		
A.2.7		Prepare and construct alterations for the entrance door and windows as per attached specifications.	sum	1,00		
A.2.8		Supply and install bronzed aluminium window frame, Swartland PTT 1518, or approved equivalent, with safety glass to the communal room. Window frame is to be fitted with factory installed bronzed aluminium burglar bars. Make good of wetworks.	item	2,00		
A.2.9		Supply and install bronzed aluminium double leaf, inward opening doors with measurements of 2100mm (H) x 1800mm (W) complete with frame and make good of wet works. Door to be fitted with safety glass.	item	1,00		
A.2.10		Supply and install bronzed aluminium window frame, Swartland PTT219, or approved equivalent, with safety to the kitchen window fitted with factory installed bronzed aluminium burglar bars. Make good of wetworks.	item	1,00		
A.2.11		Remove 1500mm (W) x 2060mm (H) door and frame. Deliver the items to the centralised municipal stores, Robertson	item	1,00		
A.2.12		Supply and install two adjacent prestressed concrete lintels above the pavilion-side double door. Suitably cork the lintels and make good of plaster works	m	2,1		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A.2.13		Supply and install suitably sized hard wood door frame to fit the existing opening and the door measuring 1500mm (W) x 2060mm (H). Allow for anchorage. Varnish the doorframe with three coats clear Plascon Woodcare, or equivalent water based SABS approved gloss varnish, suitable for exterior use. Varnish is to be applied according to the manufacturer's specifications. Make good of brick and plaster work and threshold.	item	1,00		
A.2.14		Supply and install new inward opening 1500mm (W) x 2060mm (H) double door, similar to existing, conforming to SABS standards. The doors are to be varnished with three coats clear Plascon Woodcare, or equivalent water based SABS approved gloss varnish, suitable for exterior use. Varnish is to be applied according to the manufacturer's specifications. The door is to be fitted with a Union 3-lever lockset, or equivalent approved product conforming to SABS standards.	item	1,00		
A.3		RAMP CONSTRUCTION				
A.3.1		Construct wheelchair-friendly ramp to the ablution cloakroom entrance. Slope of the ramp is to not exceed 1:12, and the camber not be greater than 1:50. The ramp is to comply with SANS 10400-S:2011. The ramp is to be constructed according to specifications provided	item	1		
A.3.2		Supply and install a hand rail conforming to SANS 10400-S:2011, Ed.3. The hand rail is to be installed at a above the ramp not exceeding 1000 mm.	m	6		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
A.4		PAVING				
A.4.1		Construct a 220 mm wall, inclusive of a foundation, at the netball courts according to the specifications provided	m	24,00		
A.4.2		Excavate insitu materials to a 150mm depth below NGL according to specifications provided. Compact material	m³	10,00		
A.4.3		Supply and install E1 edgings as per detail provided	m	5,40		
A.4.4		Import crusher dust placed and compacted in a 100mm uniform layer	m³	6,50		
A.4.5		Allow for 10mm sand screed layer.	m³	1,00		
A.4.6		Supply and install 50mm beveled edge charcoal bond brick boarder paver and with light grey 50mm beveled edge paver placed in a 45-degree herringbone pattern. Refer to specifications provided.	m²	65,00		
TOTAL CARRIED FORWARD TO SUMMARY (SECTION A)						

REFURBISHMENT OF THE CLOACKROOMS, VAN ZYL STREET SPORTSGROUNDS, ROBERTSON
LANGEBERG MUNICIPALITY
INTERNAL WORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B		INTERNAL WORKS				
B.1		KITCHEN				
B.1.1		Construct 850mm (H) double skin walls with lintels according to details provided	item	1,00		
B.1.2		Supply and install L-Shaped 32mm (H) x 600mm (W) post form countertop, Allow for joiner. The countertop is to be fitted to the walls by means of L-shape 40mm x 40mm x 40mm steel corner brackets with 3.0mm x 25mm chip board screws, or alternative approved installation method. Counter top is to be sealed against the wall with mould-resistant marine type silicone.	item	1,00		
B.1.3		Fit counter top with a sit on 900 mm x 460 mm stainless steel drop in sink with recessed draining ledge. Sink to be fitted complete with waste, trap and bends and is to be connected to the existing waste. All edges of the sink is to be sealed with a mould resistant sealer.	item	1,00		
B.1.4		Remove existing tiled splash back and soap holder and dispose of at the municipal waste facility, Zolani, Ashton	m ²	0,50		
B.1.5		Supply and install 300mm x 600mm white gloss tiled splash back and tiled window sill, with 3mm white grout, or approved equivalent alternative. Allow for all consumables.	m ²	2,00		
B.1.6		Supply and install wall mounted chrome kitchen mixer to existing 22mm supply pipes by a suitably qualified plumber, allow for all fittings and consumables	item	1,00		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.1.7		The kitchen walls is to be be cleaned and lightly sanded with any flacking paint removed. Walls are to be painted with two coats of low sheen, water based, washable SABS approved wall paint suitable for interior use bearing a minimum 12 year warrantee. Paint is to be applied according to the manufacturer's specifications. Colour to be confirmed in writing prior to the purchase of the materials. Allow for all consumables	m²	38,00		
B.1.8		Kitchen ceiling is to be cleaned, any flaking paint is to be removed. Paint the ceiling with two coats washable SABS approved PVA matt white paint bearing a minimum 12 year warrantee. Paint is to be applied according to the manufacturer's specifications. Allow for all consumables	m²	11,00		
B.2		NETBALL COURT SPECTATOR'S ROOM				
B.2.1		Remove and reinstate warped pine ceiling strips with 40mm oval nails	m²	15,00		
B.2.2		Ceiling and cornice is to be sanded down and be dust free. Apply two coats of clear Plascon Woodcare, or equivalent waterbased SABS approved gloss varnish, suitable for interior use. Varnish is to be applied according to the manufacturer's specifications.	m²	50,00		
B.2.3		Remove existing interior doors and deliver to the centralised municipal stores, Robertson. Padbolts and padlocks to be fitted to new doors.	item	6		
B.2.4		Supply and install floor mounted heavy duty, stainless steel half round door stopper with rubber. Stoppers to be suitably installed at the double leaf bronze aluminium door.	item	2,00		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.3		GENERAL - WOODWORK				
B.3.1		Supply and install solid wood doors to the existing steel door frames, PD1/PB from the Swartland Cape Culture range or equivalent approved product conforming to SABS standards. The doors are to be varnished with three coats clear Plascon Woodcare, or equivalent waterbased SABS approved gloss varnish, suitable for interior use. Varnish is to be applied according to the manufacturer's specifications. Doors to each be fitted with a SABS approved 2-lever lockset. Replace all screws on hinges.	item	6		
B.3.2		Remove staple latches from existing doors and reinstall to corresponding newly installed doors	item	3		
B.3.3		Sand down and clean interior steel door frames, frames to be free from flaking paint. Apply one coat SABS approved universal undercoat and apply three coats SABS approved of white gloss enamel top coat.	m ²	9,00		
B.4		CLOAK ROOM, NETBALL COURTSIDE - MENS				
B.4.1		Remove wooden bench with brackets and deliver to the centralised municipal stores, Robertson	item	1		
B.4.2		Remove splashback and dispose of at the municipal waste facility, Zolani, Ashton	m ²	5,50		
B.4.3		Demolish urinal and urinal step to a depth of 50mm below floor level. Demolished materials to be disposed of at the municipal waste facility, Zolani, Ashton.	m ³	0,30		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.4.4		Treat floor with bonding liquid and make good of topping. Topping to be a minimum thickness of 50mm	m ²	1,50		
B.4.5		Make good of plaster work at the removed splashback, plaster to be no less than 10mm thick.	m ²	4,00		
B.4.6		Built benches to be constructed in an L-shape as per detail provided	m	4,50		
B.4.7		Wash trough to be constructed as per detail provided. Allow for all alterations and materials required. Wash trough to be fitted with three (3) equally spaced wall mounted Walcro 101R metered bib taps. Wash trough is to be functional.	m	2,40		
B.4.8		Supply and install 300mm x 600mm white gloss tiled splash back and tiled window sill, with 3mm white grout, or approved equivalent alternative. Allow for all consumables.	m ²	1,50		
B.4.9		Partially demolish wall at the urinals to an opening width to fit a door frame and make good of the works.	item	1		
B.4.10		Extend the deviding wall between the urinals and toilet with 150mm, allow to tie in and make good of plaster, works to match and align with existing works.	item	1		
B.4.11		Supply and install inward opening doorframe, FB1 from the Swartland Winster range, or equivalent approved product. Door to be fitted to the walls with 6mm x 70mm nylon nail-in anchors, spaced at no more than 500mm centers.	item	1,00		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.4.12		Supply and install new solid wood door, code PD1/PB, or equivalent approved product. Allow for 3 brass hinges with nylon washers complete with screws. The door is to be fitted with internal and external brushed aluminium kick plates, 300mm (H) x 840mm (W)	item	1		
B.4.13		Remove existing toilet, close off water and deliver to the centralised municipal stores, Robertson	item	1		
B.4.14		Supply and install white ceramic close couple toilet suite complete, Beta Astina, or approved equivalent, with seat. Toilet to be connected to water supply and to waste line. Works to be done by a suitably qualified plumber. Water lines to be chased and installed in the wall. Water line to be fitted with chrome stopcock installed at 300mm above floor level.	item	1,00		
B.4.15		Ceiling is to be cleaned, any flaking paint is to be removed. Paint the ceiling with two coats washable SABS approved PVA matt white paint bearing a minimum 12 year warrantee. Paint is to be applied according to the manufacturer's specifications. Allow for all consumables	m²	26,00		
B.4.16		The walls is to be cleaned and lightly sanded with any flaking paint removed. Walls are to be painted with two coats of low sheen, water based, washable SABS approved wall paint suitable for interior use bearing a minimum 12 year warrantee. Paint is to be applied according to the manufacturer's specifications. Colour to be confirmed in writing prior to the purchase of the materials. Allow for all consumables	m²	101,00		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.4.17		Wooden doors and frames to be painted on all sides with one coat SABS approved pink wood primer, allowed to dry and painted with two coats SABS approved low sheen enamel top coat. Allow for deep tint (storm grey). Colour to be confirmed in writing prior to the purchase of materials.	m²	8,50		
B.4.18		Supply and install Union bathroom indicator bolt with satin finish to the cubicle doors	item	2		
B.4.19		Prepare floor of the toilet, sand, clean and apply three coats of Duram Stoep Enamel Slate, or equivalent approved product. Paint to be applied according to manufacturer's recommendations.	m²	4		
B.4.20		Supply and install 250mm brass pegstay arm to the windows. Allow for consumables.	item	4		
B.5		PARAPLEGIC TOILET CUBICLE				
B.5.1		Items and set-out and works below are to conform to the standards as set out in SANS 10400-S:2011 Ed.3. Plumbing to be undertaken by a qualified plumber				
B.5.2		Supply and install white VAAL Pearl Paraplegic toilet suite (code 7300S), or approved equivalent, with seat. Toilet to be connected to water supply and to waste line. Water lines to be chased and installed in the wall. Water line to be fitted with chrome stopcock installed at 300mm above floor level.	item	1,00		
B.5.3		Supply and install white wall hung VAAL Springbok basin, with mounting brackets. Basin to have waste and trap fitted, connected to waste line and be functional.	item	1,00		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.5.4		Basin to be fitted with a Cobra medical elbow tap, or approved equivalent. Allow to have tap fitted with a stopcock and allow for connections to water mains.	item	1,00		
B.5.5		Supply and install butler grab rail for cistern use. Grab rail to have a brushed aluminium finish.	item	1		
B.5.6		Supply and install brushed aluminium dog-leg 2 grab rail	item	1		
B.5.7		Supply and install wall mounted chrome Lusso Bianco toilet paper holder with lid, or approved equivalent.	item	1		
B.5.8		Supply and install stainless steel grab bar to the disabled toilet door as per SANS 10400-S:2011 Ed.3.	item	2		
B.6		CLOAK ROOM, NETBALL COURTSIDE - LADIES'				
B.6.1		Remove wooden bench with brackets and deliver to the centralised municipal stores, Robertson	item	1		
B.6.2		Remove basin and deliver to the centralised stores, Robertson	item	1		
B.6.3		Remove splashback and dispose of at the municipal waste facility, Zolani, Ashton	m²	1		
B.6.4		Cork damaged plaster and work off to a smooth surface	m²	0,50		
B.6.5		Built benches to be constructed in an L-shape as per detail provided	m	4,50		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.6.6		Wash trough to be constructed as per detail provided. Allow for all alterations and materials required. Wash trough to be fitted with three (3) equally spaced wall mounted Walcro 101R metered bib taps. Wash trough is to be functional.	m	2,60		
B.6.7		Supply and install 300mm x 600mm white gloss tiled splash back and tiled window sill, with 3mm white grout, or approved equivalent alternative. Allow for all consumables.	m ²	2,00		
B.6.8		Ceiling is to be cleaned, any flaking paint is to be removed. Paint the ceiling with two coats washable SABS approved PVA matt white paint bearing a minimum 12 year warrantee. Paint is to be applied according to the manufacturer's specifications. Allow for all consumables	m ²	22,00		
B.6.9		The walls is to be be cleaned and lightly sanded with any flaking paint removed. Walls are to be painted with two coats of low sheen, water based, washable SABS approved wall paint suitable for interior use bearing a minimum 12 year warrantee. Paint is to be applied according to the manufacturer's specifications. Colour to be confirmed in writing prior to the purchase of the materials. Allow for all consumables	m ²	102,00		
B.6.10		Wooden pine door and frame to be painted on all sides with one coat SABS approved pink wood primer, allowed to dry and painted with two coats SABS approved low sheen enamel top coat. Allow for deep tint (storm grey). Colour to be confirmed in writing prior to the purchase of materials.	m ²	17,00		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.6.11		Supply and install Union bathroom indicator bolt with satin finish to the cubicle doors	item	4		
B.6.12		Supply and install 250mm brass pegstay arm to the windows. Allow for consumables.	item	4		
B.7		CLOAK ROOM, FIELD SIDE - LADIES'				
B.7.1		Remove wooden bench with brackets and deliver to the centralised municipal stores, Robertson	m	13,85		
B.7.2		Remove basin and deliver to the centralised stores, Robertson	item	4		
B.7.3		Remove splashback and dispose of at the municipal waste facility, Zolani, Ashton	m²	0,90		
B.7.4		Built benches to be constructed in an L-shape as per detail provided	m	13,85		
B.7.5		Wash trough to be constructed as per detail provided. Allow for all alterations and materials required. Wash trough to be fitted with three (3) equally spaced wall mounted Walcro 101R metered bib taps. Wash trough is to be functional.	m	2,60		
B.7.6		Supply and install 300mm x 600mm white gloss tiled splash back and tiled window sill, with 3mm white grout, or approved equivalent alternative. Allow for all consumables.	m²	1,00		
B.7.7		Supply and install a horizontal mount 150/200 litre drip tray to the geyser with drain fitted through the wall and is to extend a minimum of 200mm through the wall	item	1,00		
TOTAL CARRIED FORWARD						

TOTAL BROUGHT FORWARD						
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.7.8		Partially demolish deviding wall to a 1400mm height from final floor level. Make good of plaster works and paint with one coat primer, one coat universal under coat and two coats high sheen washable PVA paint, allow for a deep tint, colour to match existing	m²	1,75		
B.7.9		At the showers: Construct two walls, as indicated on site, to dimensions of: 1250 mm (L) x 1200 mm (H) x 140 mm (W) including plaster works. Walls to be tied to existing wall and floor by means of chemically anchored 250mm hoop iron, spaced at no more than 500mm centers. Prepare shower-side for tiling and external face for paint. Paint with one coat primer one coat universal undercoat and two coats deep tinted washable PVA top coat to match cloakroom paint.	item	1,00		
B.7.10		Remove and dispose of of the gulley drain	item	1,00		
B.7.11		Floors to the showers are to be demolished and disposed of at the municipal waste facility, Zolani, Ashton	m²	7,50		
B.7.12		Supply and install Gio A1013-860 mm, or equivalent approved, Stainless steel shower troughs with traps equally spaced and at a 150mm off-set from the wall. Troughs to be connected to existing waste. Allow for all consumables	item	3,00		
B.7.13		Prepare and compact floor area. Cast 75mm 30 Mpa concrete floor reinforced with ref.193 welded mesh with 30mm cover. Floor is to be shaped to be free draining towards the shower throughs. Allow for tiling	m²	7,50		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.7.14		At the showers: Prepair to tile the floor. Surface to be dust free and treated with a bonding liquid. Floor to be tiled with 300mm x 300mm non-slip grey tile with 3mm spacers and grouting is to be white. Allow for all consumables	m²	7,50		
B.7.15		At the showers: Strip paint and scabble walls and prepare to tile. Surface to be dust free and treated with a bonding liquid. Walls to be tiled with 300mm x 600mm shiny white tiles with 3mm spacers and grouting is to be white. Walls to be tiled to a hight of 2100 mm.	m²	20,00		
B.7.16		Remove existing urinal with channel and splash back tiles and dispose of at the municipal waste facility, Zolani, Ashton.	item	1,00		
B.7.17		Demolish step to the urinal, 1600 mm (W) x 3000 mm (L) x 150 mm (H), to final floor level.	m³	0,75		
B.7.18		Prepare area and cast 50 mm, 30MPa concrete topping to final floor level. Topping to be steel floated to smooth finish	m²	5,00		
B.7.19		Construct 300 mm (W) x 200 mm (H) step to the urinal, step is to be plastered smooth.	m	2,90		
B.7.20		Supply and install curved back Grade 304 (18/10) 1.2mm Stainless Steel urinal, Kwikot KCB 101 or equivalent approved product. Fit urinal with 2 x Walcro 550URV stainless steel 'wall' urinal flush valve or equivalent approved suitably sized flush valve/s. Allow for all consumables and alterations. See specifications provided.	m	2,45		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.7.21		Loose toilet to be reinstalled and fixed to position, ensure no leaks are present after reinstallation of the toilet.	item	1		
B.7.22		Prepare floor at the urinals, clean and paint with one coat primer and apply three coats washable polyurethane floor paint. Colour to match existing floor	m²	8,00		
B.7.23		Supply and install 6.4mm rhino board and painted with 1 coat primer.Allow for timber half-rounds strips and all consumables.	m²	14,40		
B.7.24		Supply and install new gyproc cove cornice. Cornice is to be painted with one coat primer and two coats washable white matt PVA paint. Seal cornice with white acrylic sealant. Allow for all consumables.	m	5,00		
B.7.25		Wooden pine doors and frames to be painted on all sides with one coat SABS approved pink wood primer, allowed to dry and painted with two coats SABS approved white low sheen enamel top coat. Colour to be confirmed in writing prior to the purchase of materials.	m²	8,50		
B.7.26		Supply and install Union bathroom indicator bolt with satin finish to the cubicle doors	item	2		
B.7.27		Supply and install 270mm sliding stay arm to the windows. Allow for consumables.	item	4		
B.7.28		Supply and install heavy duty brass window handles	item	4		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.7.29		Ceiling is to be cleaned, any flaking paint is to be removed. Paint the ceiling with two coats washable SABS approved PVA matt white paint bearing a minimum 12 year warrantee. Paint is to be applied according to the manufacturer's specifications. Allow for all consumables	m²	51,00		
B.7.30		Prepare and seal cornice along the walls with a white acrylic sealant.	m	30		
B.8		CLOAK ROOM, FIELD SIDE - MENS'				
B.8.1		Remove wooden bench with brackets and deliver to the centralised municipal stores, Robertson	m	13,85		
B.8.2		Remove basin and deliver to the centralised stores, Robertson	item	2		
B.8.3		Remove splashback and dispose of at the municipal waste facility, Zolani, Ashton	m²	0,65		
B.8.4		Built benches to be constructed in an L-shape as per detail provided	m	13,85		
B.8.5		Wash trough to be constructed as per detail provided. Allow for all alterations and materials required. Wash trough to be fitted with three (3) equally spaced wall mounted Walcro 101R metered bib taps. Wash trough is to be functional.	m	2,60		
B.8.6		Supply and install 300mm x 600mm white gloss tiled splash back and tiled window sill, with 3mm white grout, or approved equivalent alternative. Allow for all consumables.	m²	1,00		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.8.7		Supply and install a horizontal mount 150/200 litre drip tray to the geyser with drain fitted through the wall and is to extend a minimum of 200mm through the wall	item	1,00		
B.8.8		Partially demolish deviding wall to a 1400mm height from final floor level. Make good of plaster works and paint with one coat primer, one coat universal under coat and two coats high sheen washable PVA paint, allow for a deep tint, colour to match existing	m²	1,75		
B.8.9		At the showers: Construct two walls, as indicated on site, to dimensions of: 1250 mm (L) x 1200 mm (H) x 140 mm (W) including plaster works. Walls to be tied to existing wall and floor by means of chemically anchored 250mm hoop iron, spaced at no more than 500mm centers. Prepare shower-side for tiling and external face for paint. Paint with one coat primer one coat universal undercoat and two coats deep tinted washable PVA top coat to match cloakroom paint.	item	1,00		
B.8.10		Remove and dispose of of the gulley drain	item	1,00		
B.8.11		Floors to the showers are to be demolished and disposed off at the municipal waste facility, Zolani, Ashton	m²	7,50		
B.8.12		Supply and install Gio A1013-860 mm, or equivalent approved, Stainless steel shower troughs with traps equally spaced and at a 150mm off-set from the wall. Troughs to be connected to existing waste. Allow for all consumables	item	3,00		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.8.13		Prepare and compact floor area. Cast 75mm 30 Mpa concrete floor reinforced with ref.193 welded mesh with 30mm cover. Floor is to be shaped to be free draining towards the shower throughs. Allow for tiling	m ²	7,50		
B.8.14		At the showers: Prepair to tile the floor. Surface to be dust free and treated with a bonding liquid. Floor to be tiled with 300mm x 300mm non-slip grey tile with 3mm spacers and grouting is to be white. Allow for all consumables	m ²	7,50		
B.8.15		At the showers: Strip paint and scabble walls and prepare to tile. Surface to be dust free and treated with a bonding liquid. Walls to be tiled with 300mm x 600mm shiny white tiles with 3mm spacers and grouting is to be white. Walls to be tiled to a hight of 2100 mm.	m ²	20,00		
B.8.16		Remove existing urinal with channel and splash back tiles and dispose of at the municipal waste facility, Zolani, Ashton.	item	1,00		
B.8.17		Demolish step to the urinal, 1600 mm (W) x 3000 mm (L) x 150 mm (H), to final floor level.	m ³	0,75		
B.8.18		Prepare area and cast 50 mm, 30MPa concrete topping to final floor level. Topping to be steel floated to smooth finish	m ²	5,00		
B.8.19		Construct 300 mm (W) x 200 mm (H) step to the urinal, step is to be plastered smooth.	m	2,95		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.8.20		Supply and install curved back Grade 304 (18/10) 1.2mm Stainless Steel urinal, Kwikot KCB 101 or equivalent approved product. Fit urinal with 2 x Walcro 550URV stainless steel 'wall' urinal flush valve or equivalent approved suitably sized flush valve/s. Urinal to be fitted to trap and connected to the existing waste. Allow for all consumables and alterations	m	2,50		
B.8.21		Loose toilet to be reinstalled and fixed to position, ensure no leaks are present after reinstallation of the toilet.	item	1		
B.8.22		Prepare floor at the urinals, clean and paint with one coat primer and apply three coats washable polyurethane floor paint. Colour to match existing floor	m ²	8,00		
B.8.23		Supply and install 6.4mm rhino board and painted with 1 coat primer.Allow for timber half-rounds strips and all consumables.	m ²	14,40		
B.8.24		Supply and install new gyproc cove cornice. Cornice is to be painted with one coat primer and two coats washable white matt PVA paint. Seal cornice with white acrylic sealant. Allow for all consumables.	m	5,00		
B.8.25		Wooden pine doors and frames to be painted on all sides with one coat SABS approved pink wood primer, allowed to dry and painted with two coats SABS approved white low sheen enamel top coat. Colour to be confirmed in writing prior to the purchase of materials.	m ²	8,50		
B.8.26		Supply and install Union bathroom indicator bolt with satin finish to the cubicle doors	item	2		
TOTAL CARRIED FORWARD						

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
B.8.27		Supply and install 270mm sliding stay arm to the windows. Allow for consumables.	item	4		
B.8.28		Supply and install heavy duty brass window handles	item	4		
B.8.29		Ceiling is to be cleaned, any flaking paint is to be removed. Paint the ceiling with two coats washable SABS approved PVA matt white paint bearing a minimum 12 year warrantee. Paint is to be applied according to the manufacturer's specifications. Allow for all consumables	m²	51,00		
B.8.30		The walls is to be be cleaned and lightly sanded with any flaking paint removed. Walls are to be painted with two coats of low sheen, water based, washable SABS approved wall paint suitable for interior use bearing a minimum 12 year warrantee. Paint is to be applied according to the manufacturer's specifications. Colour to be confirmed in writing prior to the purchase of the materials. Allow for all consumables	m²	96,50		
B.8.31		Prepare and seal cornice along the walls with a white acrylic sealant.	m	30		
TOTAL CARRIED FORWARD TO SUMMARY (SECTION B)						

REFURBISHMENT OF THE CLOAKROOMS, VAN ZYL STREET SPORTSGROUNDS, ROBERTSON
 LANGEBOG MUNICIPALITY
 ELECTRICAL WORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
C		ELECTRICAL WORKS				
C.1		Kitchen: Remove existing bulkhead and light switches and deliver to the centralised municipal stores, Robertson	item	1		
C.2		Locker rooms and passage: Remove existing bulkhead lights and deliver items to the centralised municipal stores, Robertson	item	8,00		
C.3		The contractor should at the time of works supply three quotes for, but not limited to, the following: Supply and install new 1.5m double LED fluorescent fittings with diffusers complete. Light switches to the positions of the original light fittings indicated and rewire fittings as required. Supply and install to each gable wall a LED-flood light fitted with day/night switches	Prov. Sum	1,00	R30 000,00	R 30 000,00
C.4		Mark-up for builder's attendance	%		R30 000,00	
C.5		COC (Certificate of compliance) must be issued for the electrical installation by a registered single phase installation electrician.	item	1,00		
TOTAL CARRIED FORWARD TO SUMMARY (SECTION C)						

REFURBISHMENT OF THE CLOAKROOMS, VAN ZYL STREET SPORTSGROUNDS, ROBERTSON
 LANGEBOEG MUNICIPALITY
 SECURITY

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
D		SECURITY				
D.1		Supply and install bronze-aluminium slam-lock expandable security gate, or equivalent approved, to the entrance door on the netball-court side. The security gate is to have a minimum size of 1800mm (W) x 2100mm (H)	item	1		
D.2		Supply and install bronze-aluminium slam-lock expandable security gate, or equivalent approved, to the communal room windows and is to cover a minimum area of 1500mm (W) x 1800mm (H). Sizes to be confirmed prior to the manufacturing of the burglar	item	2		
D.3		Manufacture and install rock-guard to the kitchen window and is to cover a minimum area of 2100mm (W) x 900mm (H). Rock guard to be constructed with 20mm x 20mm square tubing frame covered with 25 mm x 60 mm x 3 mm x 3 mm expanded metal mesh.	item	1		
D.4		Manufacture and install rock-guard to the LED-flood lights to be fitted to the gable walls. Rock-guard to cover a minimum area of 240mm (W) x 200mm (H)	item	2		
D.5		Manufacture and install double leaf, outward opening, security gate to the rear door leading to the rugby field. Security gate is to be manufactured according to detail provided and fitted with a lockbox.	item	1		
D.6		Contractor is to provide 24/7 security for the duration of the works, for the contractor's account	sum	1		
TOTAL CARRIED FORWARD TO SUMMARY (SECTION D)						

Pricing Schedule Summary

DESCRIPTION	AMOUNT
SUMMARY PAGE: TOTAL BROUGHT FORWARD	R
SECTION A: EXTERNAL WORKS	R
SECTION B: INTERNAL WORKS	R
SECTION C: ELECTRICAL WORKS	R
SECTION D: SECURITY	R
SUB-TOTAL SECTIONS A - D	R
CONTINGENCIES Allow the sum of 5% (five percent) of the above Sub-total for contingencies to be spent as the client may direct and to be deducted in whole or in part if not required.	R
SUB-TOTAL (INCLUDING CONTINGENCIES)	R
ADD 15% VAT	R
TOTAL (To be transferred to page 1 of this document)	R

		PROJECT SPECIFICATIONS: BRICK WORK: Walls to be build with ROK bricks and plastered smooth with 2mm brickforce installed at every second course. Dimensions to be according to the drawing. CONCRETE: The counter is to be 25 MPa concrete treated with a waterproofing agent, conernin of equivalent, and is to be wood floated. The trough in itself are to have a 2% slope towards the 40mm diameter waste pipe. Joint between the wall and concrete is to be waterproofed. All Concrete surfaces are to be tiled with a shiny white tile. See project specifications Brick and concrete works to tie 50mm into existing wall. Existing wall to be made good. SPLASH BACK: Splash back to be the same width as the wash trough. Tiled to a height of no less than 300 mm above the wash trough with 2 mm spacers. Tiles to be white unless otherwise specified in the document.	
Project Title: Van Zyl Street Sports Grounds Drawing Title: Wash Trough COPY RIGHT - KOPIEREG Drawing Scale: Not To Scale		Project Title: Van Zyl Street Sports Grounds Drawing Title: Wash Trough COPY RIGHT - KOPIEREG Drawing Scale: Not To Scale	
Project Title: Van Zyl Street Sports Grounds Drawing Title: Wash Trough COPY RIGHT - KOPIEREG Drawing Scale: Not To Scale		Project Title: Van Zyl Street Sports Grounds Drawing Title: Wash Trough COPY RIGHT - KOPIEREG Drawing Scale: Not To Scale	

 LANGEBERG MUNICIPALITY
Project Title: Van Zyl Street Sports Grounds
Drawing Title: Wash Trough
COPY RIGHT - KOPIEREG
Drawing Scale: Not To Scale
PROJECT SPECIFICATIONS: BRICK WORK: Walls to be build with ROK bricks and plastered smooth with 2mm brickforce installed at every second course. Dimensions to be according to the drawing. CONCRETE: The counter is to be 25 MPa concrete treated with a waterproofing agent, concrim of equivalent, and is to be wood floated. The trough in itself are to have a 2% slope towards the 40mm diameter waste pipe. Joint between the wall and concrete is to be waterproofed. All Concrete surfaces are to be tiled with a shiny white tile. See project specifications Brick and concrete works to tie 50mm into existing wall. Existing wall to be made good. SPLASH BACK: Splash back to be the same width as the wash trough. Tiled to a height of no less than 300 mm above the wash trough with 2 mm spacers. Tiles to be white unless otherwise specified in the document.
Drawn: DF Neethling

A. RETURNABLE SCHEDULE PROOF OF COIDA REGISTRATION

PROOF OF COIDA REGISTRATION

Vendors must attach proof of registration or in terms of the Compensation for Occupational Injuries and Diseases Act, Act 130 of 1993, to this schedule. This can take the form of a certified copy of a valid Letter of Good Standing issued by the Compensation Commissioner, or proof of insurance with a licenced compensation insurer, from either the Vendor's insurance broker, or the insurance company itself.

Failure to submit proof of COIDA registration or insurance, either with this tender or within any further time for submission stated in a written request from the Employer, will result in the Vendor's tender being rejected as non-responsive.



B. RETURNABLE SCHEDULE PROOF OF CIDB REGISTRATION

PROOF OF CIDB REGISTRATION

Vendors must attach to this schedule proof of being a **GB1 registered** contractor or higher

Failure to submit proof registration, either with this tender or within any further time for submission stated in a written request from the Employer, will result in the Vendor's tender being rejected as non-responsive.



C. RETURNABLE SCHEDULE PUBLIC LIABILITY INSURANCE

- Vendors must attach to this schedule proof of Public Liability Insurance. This can either take the form of a warrant from the Vendor's insurance broker, or confirmation of insurance from the insurance company itself. Minimum insurance required R2 000 000.00.
- Failure to submit proof of public liability insurance, either with this tender or within any further time for submission stated in a written request from the Employer, will result in the Vendor's tender being rejected as non-responsive.



D. RETURNABLE SCHEDULE PROOF OF EXPERIENCE

PROOF OF EXPERIENCE

Vendors must attach to this schedule proof of a minimum of 5 similar construction works completed within the past 3 years.

Failure to submit proof of experience, with this tender will result in the Vendor's tender being rejected as non-responsive.

A list of contactable references of the above mentioned works is to be completed in black ink below.

[illegible]

15. CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

WRITTEN AGREEMENT

THIS IS IN TERMS OF SECTION 37(2) OF THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

BETWEEN:

.....

(Employer)



AND

LANGEBERG

MUNISIPALITEIT MUNICIPALITY MASIPALA

(Mandatory)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A "mandatary" is defined in the said Act as: - "Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of

..... is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

Management:

WRITTEN AGREEMENT

This is a written agreement between

The EMPLOYER

Name of Employer :.....

and the MANDATORY:

Name of the MANDATORY.....

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I.....representing the MANDATORY do hereby

acknowledge that.....(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the provisions of the Occupational Health and Safety Act and all incorporated Regulations. I the undersigned undertake to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

Signed on this..... day of.....2022 at

Signature.....

On behalf of MANDATORY.....

Signature.....

On behalf of the EMPLOYER.....

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

(ACT 130 OF 1993)

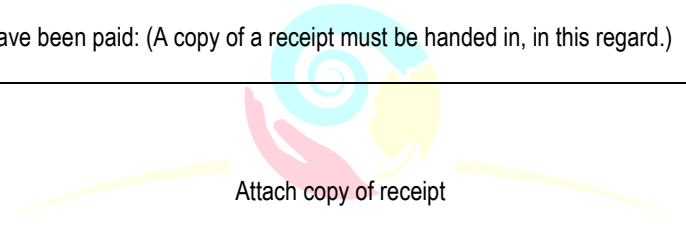
(Employer)..... has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

1. Contractor's registration number with the office of the Compensation Commissioner:

Registration No. / /
--

2. Proof that assessments have been paid: (A copy of a receipt must be handed in, in this regard.)

 Attach copy of receipt LANGEBERG MUNISIPALITEIT MUNICIPALITY MASIPALA

Signature of Contractor.....

Date:.....

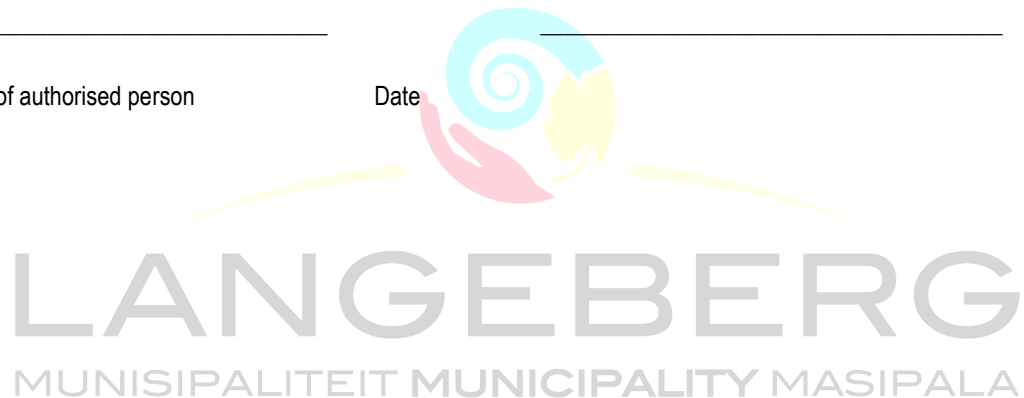
16 CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I/We the undersigned is/are duly authorised to do so on behalf of the firm certify that:

1. The information supplied is correct.
2. All copies of relevant information are attached.
3. The BBBEE points claimed are correct and based on owners/shareholders who are actively involved in the day to day management of the enterprise
4. I take note that payment will be effected 30 days after delivery was effected if delivered with an original invoice.
5. If I am classified as a dependant service provider/labour broker as stated in the fourth schedule of the Income Tax act I hereby authorise the LM to deduct PAYE and supply me with a yearly IRP 30 (only if no valid Labour Broker Certificate can be supplied).
6. None of the owners, directors, managers, shareholders or stakeholders of this entity is in the service of the state, or has been in the service of the state in the previous twelve months.
7. In case of a dispute the wording of the original approved Bid Specification Committee Document would prevail.

Signature of authorised person

Date



Personal information in block letters

Name

[illegible]

Surname

[illegible]

Telephone No

[illegible]

Capacity

[illegible]

ON BEHALF OF THE (SUPPLIER'S
NAME)

[illegible]

Signed and sworn to before me at on this the Day of

By the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

Commissioner of Oaths