

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



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

TENDER DOCUMENT

TENDER NO. SBM 42/25/26	
INFRASTRUCTURE MAINTENANCE AND REFURBISHMENT AT WATER AND SANITATION FACILITIES AT SALDANHA BAY MUNICIPALITY STARTING 01 JULY 2026 ENDING 30 JUNE 2029.	
ESTIMATED DURATION	3 YEARS
CIDB GRADING	6CE OR HIGHER
NAME OF TENDERER	
BUSINESS ADDRESS	
TELEPHONE NUMBER	
CSD NUMBER	

CLARIFICATION MEETING DETAILS:

ADDRESS	Municipal Council Chambers, 12 Main Road, Vredenburg		
MEETING DATE	08 JULY 2026	MEETING TIME	12:00

SUBMISSION DETAILS:

ADDRESS	TENDER BOX, GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG				
CLOSING DATE	31 JULY 2026	CLOSING TIME	12H00	TENDER BOX	GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG

GENERAL INFORMATION

TENDER ADVERTISEMENT DATE	27 June 2026
CIDB CONTRACTOR GRADING DESIGNATION	6CE or Higher
CLOSING DATE	31 July 2026
CLOSING TIME	12H00
CLOSING VENUE	Tender Box: Ground Floor, Investment Centre, 15 Main Road, Vredenburg
CLARIFICATION MEETING	Compulsory clarification meeting on 08 July 2026 at the Municipal Council Chambers, 12 Main Road, Vredenburg.
TENDER SUBMISSION	The tender document, fully completed in all respects, together with a valid Tax Clearance certificate plus any returnable and additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender number and title and the closing date and time indicated on the envelope. The sealed envelopes must be inserted into the appropriate official tender box before the closing date and time.

INDEX

	Page No.
PART T The Tender	4
PART T1 Tender Procedures	4
T1.1 Tender Notice and Invitation to Tender	5
T1.2 Tender Data	6
PART T2 Returnable Documents (All Documents / Schedules are Returnable)	14
T2.1 List of Returnable Schedules Required for Tender Evaluation	15
T2.2 Other Documents required for Tender Evaluation Purposes	42
T2.3 Returnable Schedules that will be Incorporated in the Contract	48
PART C The Contract	50
PART C1 Agreement & Contract Data	51
C1.1 Form of Offer & Acceptance	52
C1.2 Contract Data	58
C1.3 Objections and Complaints form	65
C1.4 Performance Guarantee	67
PART C2 Pricing Data	70
C2.1 Pricing Instructions	71
C2.2 Pricing Schedule	72
PART C3 Scope of Work	76
C3.1 Descriptions of works	77
ANNEXURES	88
Ann.1 Authority of Signatory	89
Ann.2 Previous Experience	90
Ann.3 B-BBEE Status level	91
Ann.4 Municipal Information	92
Ann.5 Valid Tax Clearance Certificate	93
Ann.6 Record of Addenda	94
Ann.7 Company Profile	95
Ann.8 Company Registration & Shareholding	96
Ann.9 Attendance Register and Clarification Meeting Minutes	97
Ann.10 Construction Industry Development Board (CIDB) Registration	98
Ann.11 Bargaining Council for the Civil Engineering Industry (BCCEI)	99
Ann. 12 ISO 9001:2015 Quality Management Accreditation	100

The Tender (Part T)

PART T1 Tender Procedures

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

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

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

Tender Notice and Invitation to Tender (T1.1)

SALDANHABAAI MUNISIPALITEIT

TENDER NOMMER: SBM 42/25/26

**TENDER BESKRYWING:
INFRASTRUKTUURONDERHOUD EN -OPKNAPPING
BY WATER- EN SANITASIEFASILITEITE IN
SALDANHABAAI MUNISIPALITEIT VIR DIE PERIODE
01 JULIE 2026 TOT 30 JUNIE 2029.**

Tender dokumente is beskikbaar om afgelaai te word op die e-Tender publikasie webtuiste www.etenders.gov.za of kan alternatiewelik verkry word by Mev. Rosaire Farmer, Hoofstraat 15, Beleggingsentrum, Vredenburg vanaf **Maandag, 29 Junie 2026**.

Indien tender dokumente verkry word, moet 'n nie-terugbetaalbare tender deposito van R295.00 betaal word aan Saldanhabaai Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.

Navrae: Mnr. Cameron Leukes
E-pos: cameron.leukes@sbm.gov.za

'n Verpligte inligtingsessie sal plaasvind in die Munisipale Raadsaal, geleë te Hoofstraat 12, Vredenburg op **Woensdag, 08 Julie 2026** stiptelik om 12H00. **Geen grasie periode sal toegelaat word nie.**

Tenders moet in die tenderbus by die Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word **voor 12H00 op Vrydag, 31 Julie 2026** en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.

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

'n CIBD-gradering van **6CE of hoër** word benodig hierdie tender. Heg asseblief 'n bewys van u gradering aan die tender dokument.

Die 80/20 voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygings Beleid, R8/5-25, van 29 Mei 2025 sal in die beoordeling van hierdie tender gebruik word.

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

Mnr. H. Mettler
MUNISIPALE BESTUURDER
Munisipaliteit Saldanhabaai
Privaatsak X 12
Vredenburg
7380

SALDANHA BAY MUNICIPALITY

TENDER NUMBER: SBM 42/25/26

**TENDER DESCRIPTION: INFRASTRUCTURE
MAINTENANCE AND REFURBISHMENT AT WATER AND
SANITATION FACILITIES AT SALDANHA BAY
MUNICIPALITY FROM 01 JULY 2026 TO 30 JUNE 2029.**

Tender documents can be downloaded from the e-Tender publication portal at www.etenders.gov.za or alternatively can be collected from Mrs. Rosaire Farmer, 15 Main Road, Investment Centre, Vredenburg from **Monday, 29 June 2026**.

If tender documents are collected, a non-refundable tender deposit of R295.00 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.

Enquiries: Mr. Cameron Leukes
Email: cameron.leukes@sbm.gov.za

A compulsory information session will take place at the Municipal Council Chamber, situated in 12 Main Road, Vredenburg on **Wednesday, 08 July 2026** promptly at 12H00. **No grace period will be allowed.**

Tenders must be placed in the tender box at the Investment Centre, Ground Floor, 15 Main Road, Vredenburg, **before 12H00 on Friday, 31 July 2026**, in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.

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

A CIBD grading of **6CE or higher** is required for this tender. Please provide proof of the grading and attach it to the tender document.

The 80/20 preference point system as contained in the Preferential Procurement Policy, R8/5-25, of 29 May 2025 will be used in the adjudication of this tender.

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

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

Tender Data (T1.2)

The Conditions of Tender are **The Standard Conditions of Tender as contained in Annex C of Government Gazette No. 42622 of 8 August 2019** of the **CIDB Standard for Uniformity (2019) in Engineering and Construction Works Contracts**. (see www.cidb.org.za).

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this Tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender:

Clause Number	Description
C.1.	<p>General</p> <p>Add the following:</p> <p>The Employer is: Saldanha Bay Municipality Private Bag X12 VREDENBURG 7380</p>
C.1.2	<p>Tender documents</p> <p>Add the following:</p> <p>The Tender documents issued by the Employer comprise:</p> <p><u>Part T: The Tender</u> Part T1: Tender Procedures T1.1 Tender notice and invitation to Tender T1.2 Tender data Part T2 : Returnable Documents (All Documents / Schedules are Returnable) T2.1 List of Returnable Schedules Required for Tender Evaluation T2.2 Other documents required for Tender Evaluation Purposes T2.3. Returnable Schedules that will be Incorporated in the Contract <u>Part C: The Contract</u> Part C1: Agreement & Contract Data C1.1 Form of acceptance C1.2 Contract data C1.3 Objections and Complaints form C1.4 Performance Guarantee</p>

	<p>Part C2: Pricing Data C2.1 Pricing instructions C2.2 Pricing Schedule Part C3: Scope of work C3.1 Description of works</p>
C.1.4	<p>Communication and employer’s agent</p> <p>Add the following:</p> <p>The contact details of the employer’s agent are:</p> <p>Name: Mr. C. Leukes Tel: 022 701 7163 Email: cameron.leukes@sbm.gov.za</p> <p>Department: Water and Sanitation (Infrastructure Planning Services) Saldanha Bay Municipality Private Bag X12 VREDENBURG 7380</p>
C.1.5.2	Remove
C.1.5.3	Remove
C.1.6	<p>Procurement Procedures</p>
C.1.6.1	<p>General</p> <p>Add the following:</p> <p>The Employer intends to appoint one main tenderer (the highest ranked tenderer (“the winner”) for the allocation of work on a “winner-takes-all” basis or not to appoint a winner at all. The main contractor, once appointed and subject to operational requirements, will be invited to execute the Works identified by the client within the boundaries of Saldanha Bay Municipality.</p> <p>The term contract period shall be for a period from 01 July 2026 till 30 June 2029.</p>

C.1.6.2	<p>Remove and replace with:</p> <p>Price and preference: 80/20 Points (Tenders < R 50 000 000)</p> <p>Calculation:</p> $Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$ <p>Where: Ps = Point scored for price of Tender under consideration Pt = Rand value of Tender under consideration Pmin = Rand value of the lowest acceptable Tender</p> <p>Preference points will be 10 points for B-BBEE and 10 points for locality.</p> <p>This contract is rates based.</p>
C.1.6.3	Remove
C.2	Tenderer's obligation
C.2.1 C.2.1.3	Eligibility Add: Only those tenderers who satisfy the following criteria will be declared responsive: Construction Industry Development Board (CIDB) Registration Only those tenderers who are registered with the CIDB, or capable of being so at tender submission, in a contractor grading designation equal to or higher than an 6CE contractor grading designation, are eligible to have their tenders evaluated. Proof to be attached under annexure 10.
C.2.1.4	Add: Joint Ventures are eligible to submit tenders provided that: a) every member of the joint venture is registered with an active status with the CIDB; b) the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the 6CE class of construction work; and c) the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a 6CE contractor grading designation.
C.2.1.5	Add: Good standing with Bargaining Council Only those tenders submitted by tenderers who are in good standing with the Bargaining Council for the Civil Engineering Industry (BCCEI) at the time of the tender submission will be declared responsive. Tenderers must attach such proof with this tender under annexure 11, failing which their tenders will be declared non-responsive.

C.2.1.6	<p>Add:</p> <p>ISO 9001:2015 QUALITY MANAGEMENT ACCREDITATION</p> <p>Only those tenders submitted by tenderers submit proof of ISO 9001:2015 QUALITY MANAGEMENT ACCREDITATION at the time of the tender submission will be declared responsive. Tenderers must attach such proof with this tender under annexure 12, failing which their tenders will be declared non-responsive.</p>		
C.2.2 C.2.2.3	<p>Cost of tendering</p> <p>Add:</p> <p>Tender documents can be downloaded from the eTender publication portal at www.etenders.gov.za or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made cash or payment into Saldanha Bay Municipality's bank account. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.</p>		
C.2.3	<p>Check documents</p> <p>Delete the clause and replace with the following: The Tenderer should check the tender documents on receipt for completeness, missing or duplicated pages, indistinct figures or writing and any obvious errors. The Tenderer must notify the Employer's agent at once of any such problems identified.</p>		
C.2.7	<p>Clarification meeting</p> <p>Add:</p> <p>Site or information meetings are compulsory. Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.</p> <p>A compulsory clarification meeting will be held on Wednesday, 08 July 2026 at 12H00.</p>		
C.2.8	<p>Seek Clarification</p> <p>Replace:</p> <table border="1" data-bbox="387 1641 1433 1948"> <tr> <td data-bbox="387 1641 911 1948"> <p>Request for clarification on the tender document, if necessary, please notify the employer at least seven (7) working days before the closing time per e-mail to both the following persons: Mr. C. Leukes Engineer: Water and Sanitation Email: cameron.leukes@sbm.gov.za</p> </td> <td data-bbox="911 1641 1433 1948"> <p>Mrs. R. Farmer Bid Administrator: Specifications Email: rosaire.farmer@sbm.gov.za</p> </td> </tr> </table>	<p>Request for clarification on the tender document, if necessary, please notify the employer at least seven (7) working days before the closing time per e-mail to both the following persons: Mr. C. Leukes Engineer: Water and Sanitation Email: cameron.leukes@sbm.gov.za</p>	<p>Mrs. R. Farmer Bid Administrator: Specifications Email: rosaire.farmer@sbm.gov.za</p>
<p>Request for clarification on the tender document, if necessary, please notify the employer at least seven (7) working days before the closing time per e-mail to both the following persons: Mr. C. Leukes Engineer: Water and Sanitation Email: cameron.leukes@sbm.gov.za</p>	<p>Mrs. R. Farmer Bid Administrator: Specifications Email: rosaire.farmer@sbm.gov.za</p>		

C.2.9	<p>Add:</p> <p>INSURANCE, POSSESSION AND RISK</p> <p>The service provider accepts possession, subject and limited to the intent and purpose of this Contract, of demarcated area/s of SALDANHA BAY land on the agreed commencement date, from which date the service provider shall be liable to take out appropriate risk insurance, public liability, professional indemnity insurance, but not limited to the latter pertaining to its activities within the demarcated area/s.</p> <p>The service provider shall take out adequate insurance cover against all risks assumed by it in terms of this Contract and to fulfill its obligations in terms of clause above, before the commencement of the works and for the duration of this Contract and deliver proof of such insurance to SALDANHA BAY from time to time, including proof of the due payment of all premiums due from time to time. The contractor shall cede all its rights in the said insurance policy to SALDANHA BAY for the duration of this Contract.</p> <p>The service provider shall not be liable for the payment of any other rates, taxes, service charges, and/or any levies imposed by SALDANHA BAY and/or any local and/or any other competent authority upon or in connection with the property and/or the improvements to be erected thereon.</p>
C.2.11	<p>Alterations to documents</p> <p>Add:</p> <p>Any ambiguity has to be cleared with the contact person for the tender before the tender closure.</p>
C.2.12	Remove
C.2.13. C.2.13.2	<p>Submitting a tender offer</p> <p>Amend:</p> <p>Return all returnable documents to the employer after completing them in their entirety in writing legibly in non-erasable ink and the pricing schedule in excel. The pricing schedule completed in non-erasable ink will govern.</p>
C.2.13.3	<p>Amend:</p> <p>Submit the tender offer communicated as an original with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer. A copy of the complete tender document and signed contract must be provided after award.</p>

C.2.13.5	<p>Amend:</p> <p>The package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p> <p>Add:</p> <p>Location of Tender box: SALDANHA BAY MUNICIPALITY, Investment Centre, Ground Floor, 15 Main Road, Vredenburg, 7380.</p> <p>Physical address: Municipal offices, Investment Centre, 15 Main Road, Vredenburg, 7380.</p> <p>Identification details: TENDER SBM 42/25/26: INFRASTRUCTURE MAINTENANCE AT WATER AND SANITATION FACILITIES AT SALDANHA BAY MUNICIPALITY.</p>
C.2.13.6	Remove
C.2.13.7	Remove
C.2.15	Closing Time
C.2.15.1	<p>Amend:</p> <p>The closing time for submission of Tender offers is 12H00 on Friday, 31 July 2026. Note: Telephonic, telegraphic, facsimile or emailed tender offers will not be accepted.</p>
C.2.16	Tender offer validity
C.2.16.1	<p>Amend</p> <p>The Tender offer validity period is eighty-four (84) days.</p>
C.2.16.3	<p>Amend:</p> <p>Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.</p>
C.2.18	Remove
C.2.20	<p>Submit securities, bonds and policies</p> <p>Replace:</p> <p>All guarantees, policies and certificates of insurance required, must be provided in terms of the conditions of the contract identified in the tender and contract data.</p>

C.2.23	<p>Certificates</p> <p>Add:</p> <p>The Tenderer is required to submit with this Tender.</p> <ol style="list-style-type: none"> 1) A valid tax clearance certificate issued by the South African Revenue Services. 2) Proof to claim preference points as included in the MBD 6.1
C.3	The Employer's undertakings
C.3.4	Opening of tender submission
C.3.4.1	<p>Replace:</p> <p>The time and location for opening of the tender in public is Friday, 31 July 2026. at 12H00, SALDANHA BAY MUNICIPALITY, Council Chamber, 12 Main Road, Vredenburg. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.</p>
C.3.5	Remove
C.3.11	Evaluation of tender offers
	<p>Add:</p> <p>See C.1.6.2.</p>
C.3.11.1	Remove
C.3.12	Remove
C.3.13	<p>Acceptance of tender offer</p> <p>Add the following to C.3.13</p> <ol style="list-style-type: none"> g) the Tenderer has in his or her possession a valid Tax Clearance Certificate issued by the South African Revenue Services and is tax compliant on the Central Supplier Database; h) the Tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; i) the Tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; j) the Tenderer has not: <ol style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract; and k) the Tenderer fully completes all required documentation.

<p>Additional: C.3.19</p>	<p>The additional conditions of Tender are:</p> <ul style="list-style-type: none">a) Saldanha Bay Municipality may also request that the Tenderer provide written evidence that their financial, labour and resources are adequate for carrying out the project.b) The Saldanha Bay Municipality reserves the right to appoint a firm of chartered accountants and auditors and/or execute any other financial investigations on the financial resources of any Tenderer.c) The Tenderer shall provide all reasonable assistance in such Investigations. Tenderers must take note that in the case of a false statement or submission of false information, the tender will be disqualified with immediate effect and criminal prosecution may be considered.d) Council reserves the right not to make an award in this matter.
-------------------------------	--

Returnable Documents (T2)

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

- PART T2 Returnable Documents (All documents / schedules are returnable)**
- T2.1 List of Returnable Schedules Required for Tender Evaluation
 - T2.2 Other Documents required for Tender Evaluation Purposes
 - T2.3 Returnable Schedules that will be incorporated in the Contract

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

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

FORM 2.1.1 - GENERAL INFORMATION

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

3. Legal entity: Mark with an X.

Sole proprietor	
Partnership	
Close corporation	
Company	
Joint venture	

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

Joint venture member	Type of entity (as defined above)

4. Income tax reference number:

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

5. VAT registration number:

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

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

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

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

8. For joint ventures the following must be attached:

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

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

Name of Tendering Entity:			
Signature:		Date:	

FORM 2.1.2 - AUTHORITY FOR SIGNATORY

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

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

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

Mr/Ms.

has been duly authorized to sign all documents in connection with the Tender for

Contract Numberand any Contract

which may arise there from on behalf of

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

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

FORM 2.1.3 - EXPERIENCE OF THE BIDDER

Provide the following information on relevant previous experience (various mechanical and electrical maintenance and refurbishment projects):

- The employer shall not award a contract to any bidder that cannot provide proof to substantiate a minimum of 5 years of relevant experience within civil and infrastructure maintenance.
- Bidders must submit three (3) reference letters for similar maintenance contracts.

Proof of experience and successful completion shall be in the form of duly signed, written contactable references or appointment letters or appointed contracts. Proof must be submitted at tender closure; failure will render the tenderer non – responsive.

NB: Please complete the table below by listing three civil and structural maintenance and refurbishment projects or contracts. Failure to complete the below table will render the tenderer non – responsive.

The projects listed in the below table must correspond with the supporting documentation.

PROJECT NAME	COMPANY/INSTITUTION/CLIENT	SCOPE OF WORK	CONTACT DETAILS (NAME & SURNAME, TELEPHONE NUMBER AND EMAIL ADDRESS)	APPOINTMENT DATE	CONTRACT/PROJECT DURATION	CONTRACT/PROJECT COMPLETION DATE	CONTRACT/PROJECT VALUE

Name of Tendering Entity:			
Signature:		Date:	

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

FORM 2.1.4 – INVITATION TO TENDER

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SALDANHA BAY MUNICIPALITY			
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS OF BUSINESS			
STREET ADDRESS OF BUSINESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN		OR CSD No
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT [TICK APPLICABLE BOX]	Yes or No		CONTRIBUTOR FACTOR (See MBD 6.1)
DOCUMENTS REQUIRED AS PRESCRIBED TO CLAIM PREFERENCE POINTS. IF DOCUMENTS ARE NOT PROVIDED AS REQUESTED 0 POINTS WILL BE ALLOCATED.			
ORIGINAL OR ORIGINAL CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCY OR EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF MUNICIPAL ACCOUNT OR LEASE AGREEMENT IN THE NAME OF THE BUSINESS OR AN AFFIDAVIT FROM THE OWNER OF THE PROPERTY WHERE OF BUSINESS			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (Provide proof)	ARE YOU A FOREIGN BASED SUPPLIERS FOR THE GOODS / SERVICES / WORKS OFFERED?	YES OR NO (If yes, answer 3)
CRS no	TOTAL BID PRICE (Brought forward)		
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	Water and Sanitation
CONTACT PERSON	Rosaire Farmer	CONTACT PERSON	Cameron Leukes
TELEPHONE NUMBER	022 701 6945	TELEPHONE NUMBER	022 701 7163
E-MAIL ADDRESS	rosaire.farmer@sbm.gov.za	E-MAIL ADDRESS	cameron.leukes@sbm.gov.za

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

FORM 2.1.5 – DECLARATION OF INTEREST

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

3.11.1.	If so, state particulars.					
3.12.	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO				
3.12.1.	If so, state particulars.					
3.13.	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO				
3.13.1.	If so, furnish particulars.					
3.14.	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO				
3.14.1.	If so, furnish particulars.					
4.	Full details of directors / trustees / members / shareholders:					
COMPLETION OF THE FOLLOWING INFORMATION IS <u>COMPULSORY</u>:						
Full Name		Identity Number			Individual Tax Number for each Director	State Employee Number
CERTIFICATION						
I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.						
NAME OF ENTERPRISE						
CAPACITY				DATE		
NAME (PRINT)				SIGNATURE		
*MSCM Regulations: "in the service of the state" means to be -						
a)	a member of -					

	(i) any municipal council; (ii) any provincial legislature; or (iii) the National Assembly or the National Council of Provinces;
b)	a member of the board of directors of any municipal entity;
c)	an official or any Municipality or municipal entity;
d)	an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
e)	a member of the accounting authority of any national or provincial entity; or
f)	an employee of Parliament or a provincial legislature.
² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.	

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

For all procurement expected to exceed R10 million (VAT included), bidders must complete the following questionnaire:		
1.	Are you by law required to prepare annual financial statements for auditing?	YES / NO
1.1	If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.	
1.2	If no, submit management accounts for the business.	
2.	Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?	YES / NO
2.1	If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.	
2.2	If yes, provide particulars.	
3.	Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES / NO
3.1	If yes, furnish particulars	
4.	Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES / NO
4.1	If yes, furnish particulars	
CERTIFICATION		

I, THE UNDERSIGNED (NAME)

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

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

SIGNATURE

DATE

POSITION

**NAME OF
BIDDER**

FORM 2.1.7 PREFERENCE POINT CLAIM FORM and PROOF of B-BBEE STATUS

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

- d. Failure on the part of a bidder to submit proof or documentation required in terms of this bid to claim points for specific goals with the bid, will be interpreted to mean that preference points for specific goals are not claimed.

1.4.1 B-BBEE

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

1.4.2 Locality

1.4.2.1. Where the tenderer is the owner of the property

The municipal account must be registered in the trading name of owner of the property, for example:

- Partnership (Lead company according to agreement).
- Joint Venture (Lead company according to agreements and where daily operations are done).

- Close Corporation (name of the CC).
- Public Company "Limited or Ltd" (name of the company).
- Private company / Proprietary company / (Pty) Ltd (name of the company).
- Non-Profit Company "NPC" (name of the company).
- State Owned Company "SOC" (name of the SOC).
- In the case of a One-person business / sole proprietor the account must either be in the trading name or in the owner's name.
- In the case of a Private Company (Pty) Ltd. (small businesses) which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

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

Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.

OR

- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
 - That the sole propriety is conducting business from the said address as indicated in the bid documents.
 - What are the conditions/agreement for conducting business from premises.
 - For example: declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
 - The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.
 - NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

Note: Affidavits valid for a period of 3 months

Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:

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

- The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
- If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
- NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts"

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

- If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
- In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 9.2.2 above must be submitted.

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

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

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

Where

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

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

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

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

80/20 $Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

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

5. POINTS AWARDED FOR SPECIFIC GOALS

In terms of the Preferential Procurement policy of Council section 6(2) and 8(2), preference points must be awarded for specific goals stated in the bid. For the purposes of this bid the bidder will be allocated points based on the goals stated in table 1 and 2 below as may be supported by proof/ documentation stated in the conditions of this bid:

a. B-BBEE

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

b. LOCALITY

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

6. DECLARATION

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

a. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

6.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2

LOCALITY: _____ (maximum of 10 points)

7. DECLARATION WITH REGARD TO COMPANY / FIRM

a. Name of company / firm: _____

b. Company registration number: _____

c. VAT registration number: _____

d. Type of company / firm:

Partnership / Joint Venture / Consortium

One-person business / sole propriety

Close Corporation

- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

e. MUNICIPAL INFORMATION

Municipality where business is situated: _____

Street address of business:

Registered municipal account number: _____

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

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

.....

SIGNATURE(S) OF BIDDER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

***** PLEASE ATTACH PROOF OF B-BBEE STATUS TO ANNEXURE 3 AND MUNICIPAL INFORMATION TO ANNEXURE 4.**

FORM 2.1.8 - DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES			
1	This Municipal Bidding Document must form part of all bids invited.		
2	It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.		
3	The bid of any bidder may be rejected if that bidder, or any of its directors have:		
	a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;		
	b) been convicted for fraud or corruption during the past five years;		
	c) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or		
	d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).		
4	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS

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

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

Business Address:

Mr. / Mrs _____

Director 2 Address:

Mr. / Mrs _____

Director 3 Address:

Mr. / Mrs _____

Director 4 Address:

Mr. / Mrs _____

Director 5 Address:

Mr. / Mrs _____

Director 6 Address:

Mr. / Mrs _____

Director 7 Address:

Mr. / Mrs _____

Director 8 Address:

Mr. / Mrs _____

Director 9 Address:

Mr. / Mrs _____

Director 10 Address:

Mr. / Mrs _____

Director 11 Address:

Mr. / Mrs _____

Director 12 Address:

Mr. / Mrs _____

Attach page if space insufficient.

***** PLEASE ATTACH MUNICIPAL INFORMATION PROOF TO ANNEXURE 4**

FORM 2.1.9 - CERTIFICATE OF INDEPENDENT BID DETERMINATION

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

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

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

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

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

- PART T2.2 Returnable Documents (All documents / schedules are returnable)**
- T2.2.1 Certificate of Tenderer's Attendance at the compulsory clarification meeting
 - T2.2.2 Tax Clearance Certificate Requirements – TCC001
 - T2.2.3 Central Supplier Database (CSD)
 - T2.2.4 Instruction: Handling of Tender Document

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

This is to certify that I,

representative of (Tenderer)

.....

of (address)

.....

.....

Telephone number

Fax number

Attended Clarification Meeting on (date)

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

.....

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

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

FORM 2.2.2 - Tax Clearance Certificate Requirements – TCC001

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

***** PLEASE ATTACH A VALID TAX CLEARANCE CERTIFICATE TO ANNEXURE 5.**

FORM T2.2.3 – CENTRAL SUPPLIER DATABASE (CSD)

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

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

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

Enquiries can be made to Mr. V. Van Wyk at 022 701 7168.

CSD registration number (if registered):

FORM T2.2.4 – INSTRUCTION: HANDLING OF TENDER DOCUMENT

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

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

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

Tenders generated from e-Tender:

E-TENDER DECLARATION

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

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

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

I accept and approve all of the above.

SIGNATURE OF TENDERER

CHECKLIST

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

PLEASE TICK BOX ON THE LEFT

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

DECLARATION

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

Name: _____ Signature: _____

Capacity: _____

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

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

PART T2.3

T2.3.1 Record of Addenda to Tender Documents

FORM 2.3.1 - RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

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

***** PLEASE ATTACH RECORD OF ADDENDA TO ANNEXURE 6.**

The Contract (Part C)

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

PART C

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

Agreement and contract data (Part C1)

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

PART C1

- Part C1.1 Form of Offer & Acceptance
- Part C1.2 Contract Data
- Part C1.3 Objections and Complaints
- Part C1.4 Performance Guarantee

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

1. OFFER

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

INFRASTRUCTURE MAINTENANCE AND REFURBISHMENT AT WATER AND SANITATION FACILITIES AT SALDANHA BAY MUNICIPALITY STARTING 01 JULY 2026 ENDING 30 JUNE 2029.

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

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

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

.....Rand (in words);

R(in figures)
(or other suitable wording)

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

For the Tenderer:

Signature

Name

Capacity

Name and address of organisation:

.....
.....

Name and signature of witness:

Signature

Name

Date

2. ACCEPTANCE

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

The terms of the contract are contained in

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

Part C2 : Pricing Data

Part C3 : Scope of Work

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

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

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

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

For the **Employer**:

Signature

Name

Capacity

Name and address of organisation:

.....
.....

Name and signature of witness:

Signature

Name

Date

3. SCHEDULE OF DEVIATIONS

Notes:

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

1. Subject

.....

Details

.....

.

2. Subject

.....

Details

.....

.

3. Subject

.....

Details

.....

.

4. Subject

.....

Details

.....

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

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

For the Tenderer

For the Employer

..... Signature(s)

..... Name(s)

.....Capacity

Name and address of organization

Name and address of organization

.....

.....

.....

.....

.....Witness Signature.....

.....Witness Name.....

.....Date.....

SALDANHA BAY MUNICIPALITY

**INFRASTRUCTURE MAINTENANCE AND REFURBISHMENT AT WATER AND
SANITATION FACILITIES AT SALDANHA BAY MUNICIPALITY STARTING 01 JULY
2026 ENDING 30 JUNE 2029.**

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

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

at.....(place)

For the Contractor:

Signature.....

Name.....

Capacity.....

Signature and name of witness:

Signature.....

Name.....

Contract Data - (Part C1.2)

1. CONDITIONS OF CONTRACT

1.1. GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION

The following standardised General Conditions of Contract:

General Conditions of Contract for Construction Works, Third Edition, 2015

prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable 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.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer.

The Pro-formas bound with the General Conditions of Contract 2015, on pages 96 to 113 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

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

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

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence.

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the General Conditions of Contract for Construction Works, Third Edition, 2015,
- d) the Drawings,
- e) the Scope of Work,
- f) the Pricing Data, and
- g) the conditions of tender, the tender data and tender schedules.

If an ambiguity or discrepancy is found in the documents, the Employer's Agent shall issue any necessary clarification or instruction.

CLAUSE	DESCRIPTION
	<i>Add the following Clauses after Clause 1.1.1.34:</i>
1.1.1.35	“ Drawings ” means all drawings, calculations and technical information forming part of the Contract documents and any modifications thereof or additions thereto from time to time approved in writing by the Employer’s Agent or delivered to the Contractor by the Employer’s Agent.
1.1.1.36	“ Work Instruction ” means a written instruction issued by the Employer’s Agent authorizing the Contractor to execute a specific maintenance, repair, refurbishment or emergency work activity under this Contract and which defines the scope, location, timeframe and estimated value of such Works.
1.2.1.2	<p><u>Add:</u></p> <p><u>Saldanha Bay Municipality’s address for receipt of communications and notices is:</u> <u>Telephone: 022 701 7163</u> <u>Email: cameron.leukes@sbm.gov.za</u> <u>Address: 12 Main Road</u> <u> Vredenburg</u> <u> 7380</u></p> <p><u>The Contractor’s address for receipt of communications and notices is:</u></p> <p><u>Telephone: Facsimile:</u> <u>.....</u></p> <p><u>E-mail:</u></p> <p><u>Address (Postal):</u> <u>.....</u> <u>.....</u></p> <p><u>Address (Physical):</u> <u>.....</u> <u>.....</u></p>
1.3.2	The governing law is the law of South Africa
1.3.5	<p><i>Delete Clause 1.3.5 in its entirety and replace with the following:</i></p> <p>Intellectual Property</p> <p>1.3.5.1 The Contractor acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the Employer.</p> <p>1.3.5.2 The Contractor hereby assigns to the Employer, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.</p> <p>1.3.5.3 The Contractor shall be deemed to have given the Employer a non-terminable, transferable, non-exclusive, royalty-free licence to copy, use and communicate the Contractor’s documents, including making and using modifications of such documents for further work required to the Works.</p> <p>1.3.5.4 The Contractor shall, and warrants that it shall:</p> <p>1.3.5.4.1 not be entitled to use the Employer’s Intellectual Property for any purpose other than as contemplated in this contract;</p> <p>1.3.5.4.2 not modify, add to, change or alter the Employer’s Intellectual Property, or any information or data related thereto, nor may the Contractor produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does</p>

CLAUSE	DESCRIPTION								
	<p>produce any such product, the product shall be, and be deemed in law to be, owned by the Employer;</p> <p>1.3.5.4.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the Employer;</p> <p>1.3.5.4.4 comply with all reasonable directions or instructions given to it by the Employer in relation to the form and manner of use of the Employer Intellectual Property, including without limitation, any brand guidelines which the Employer may provide to the contractor from time to time;</p> <p>1.3.5.4.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 1.3.5.4.1 to 1.3.5.4.3 above; unless the Employer expressly agrees thereto in writing after obtaining due internal authority.</p> <p>1.3.5.5 The Contractor represents and warrants to the Employer that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the Employer from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the contractor of any third party's Intellectual Property rights.</p> <p>1.3.5.6 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the Employer's Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the Employer by the Contractor and no copies thereof shall be retained by the contractor unless the Employer expressly and in writing, after obtaining due internal authority, agrees otherwise.</p>								
1.3.7	<p><i>Add the following Clause after Clause 1.3.6:</i></p> <p>The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy').</p>								
1.3.8	<p>Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other rights and remedies available to it.</p>								
3.3.1	<table border="1"> <tr> <td colspan="2" data-bbox="395 1323 1380 1424"> <p>Add: The Authorized and Designated representative of the Employer is: Municipal Manager or Director: IPS</p> </td> </tr> <tr> <td colspan="2" data-bbox="395 1424 1380 1469"> <p>The Employer's address for receipt of communications is:</p> </td> </tr> <tr> <td data-bbox="395 1469 863 1659"> <p>Physical address: 15 Main Road Investment Centre Vredenburg 7380</p> </td> <td data-bbox="863 1469 1380 1659"> <p>Postal address: SALDANHA BAY MUNICIPALITY Private Bag X12 Vredenburg 7380</p> </td> </tr> <tr> <td data-bbox="395 1659 863 1727"> <p>Telephone: 022 701 7113 Email: mun@sbm.gov.za</p> </td> <td data-bbox="863 1659 1380 1727"> <p>Telephone: 022 701 7163 Email: cameron.leukes@sbm.gov.za</p> </td> </tr> </table>	<p>Add: The Authorized and Designated representative of the Employer is: Municipal Manager or Director: IPS</p>		<p>The Employer's address for receipt of communications is:</p>		<p>Physical address: 15 Main Road Investment Centre Vredenburg 7380</p>	<p>Postal address: SALDANHA BAY MUNICIPALITY Private Bag X12 Vredenburg 7380</p>	<p>Telephone: 022 701 7113 Email: mun@sbm.gov.za</p>	<p>Telephone: 022 701 7163 Email: cameron.leukes@sbm.gov.za</p>
<p>Add: The Authorized and Designated representative of the Employer is: Municipal Manager or Director: IPS</p>									
<p>The Employer's address for receipt of communications is:</p>									
<p>Physical address: 15 Main Road Investment Centre Vredenburg 7380</p>	<p>Postal address: SALDANHA BAY MUNICIPALITY Private Bag X12 Vredenburg 7380</p>								
<p>Telephone: 022 701 7113 Email: mun@sbm.gov.za</p>	<p>Telephone: 022 701 7163 Email: cameron.leukes@sbm.gov.za</p>								
4.3.2	<p>Replace:</p> <p>If required, and for the duration of this contract, the Service Provider shall provide proof to the Municipality that the Service Provider is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in this Contract. Failure to provide such proof shall entitle the Employer to withhold any payments due to the Contractor until such proof is provided.</p>								
5.1.2	<p>The Term Period of this tender is three (3) years calculated from 01 July 2026.</p>								

CLAUSE	DESCRIPTION																						
5.3.1	<p>Add:</p> <p>The documentation required before commencement with each project execution are:</p> <ol style="list-style-type: none"> 1. Resource/Work Plan 2. Letter of Good Standing 3. Insurance 4. Initial Programme 5. Occupational Health and Safety Agreement 6. Occupational Health and Safety Plan 7. Risk Assessment (where applicable) 8. Method Statement (where applicable) 																						
5.3.2	<p>Add:</p> <p>The time to submit any documentation at contract stage from date of request (for example performance guarantee) is fourteen (14) days.</p>																						
5.4.2	<p>Replace:</p> <p>Access to and possession of the site shall not be exclusive to the Contractor in so far as the provisions of Clause 4.8 apply and where ongoing use by the general public is required.</p> <p>The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the site.</p>																						
5.8.1	<p>Add:</p> <p>The non-working days are Sundays</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> 1. All Gazetted public holidays falling outside the year end break 2. The year-end break will be as promulgated by SAFCEC. 																						
5.12.1	<p>Add the following:</p> <p>The Contractor may not claim a delay on another Project as causing delay on the particular Project contract in question.</p>																						
5.12.2.2	<p>Add:</p> <p>No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature.</p> <p>However, in the event that delays to critical activities exceed the number of working days listed below for each month, then abnormal climatic conditions shall be deemed to exist, and an extension of time may be claimed in accordance with the provisions of Clause 5.12.</p> <p>The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">January</td> <td style="text-align: right;">2 days</td> </tr> <tr> <td>February</td> <td style="text-align: right;">2 days</td> </tr> <tr> <td>March</td> <td style="text-align: right;">2 days</td> </tr> <tr> <td>April</td> <td style="text-align: right;">2 days</td> </tr> <tr> <td>May</td> <td style="text-align: right;">2 days</td> </tr> <tr> <td>June</td> <td style="text-align: right;">4 days</td> </tr> <tr> <td>July</td> <td style="text-align: right;">4 days</td> </tr> <tr> <td>August</td> <td style="text-align: right;">4 days</td> </tr> <tr> <td>September</td> <td style="text-align: right;">4 days</td> </tr> <tr> <td>October</td> <td style="text-align: right;">2 days</td> </tr> <tr> <td>November</td> <td style="text-align: right;">2 days</td> </tr> </table>	January	2 days	February	2 days	March	2 days	April	2 days	May	2 days	June	4 days	July	4 days	August	4 days	September	4 days	October	2 days	November	2 days
January	2 days																						
February	2 days																						
March	2 days																						
April	2 days																						
May	2 days																						
June	4 days																						
July	4 days																						
August	4 days																						
September	4 days																						
October	2 days																						
November	2 days																						

CLAUSE	DESCRIPTION
	December 2 days Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced. It shall be further noted that where the critical path is not affected, no extension of time for <u>abnormal</u> climatic conditions or for any other reason will be entertained.
5.13.1	<i>Remove</i>
5.16.3	Remove
6.2.1	Add: The Service Provider shall deliver to the Employer within such time as may be stated in the Contract Data a Performance Guarantee of an Insurance Company or Bank as security. The said Company or Bank shall be subject to approval by the Municipality. The security to be provided by the Contractor shall be a blanket performance guarantee of R2 000 000 . The performance guarantee shall contain the precise wording of the document: Form of Performance Guarantee. The performance guarantee form is under C1.4 on page 67 .
6.2.3	Add: The expiry date shall be the date of the issue by the Municipality, of the Certificate of Completion of the Works.
6.3.2	Add the following to Clause 6.3.2: Any variation order shall be approved in writing by the Employer's Agent and authorised by the Employer in accordance with applicable Delegations of Authority and Supply Chain Management requirements.
6.8.2	Replace: Contract Price Adjustment will not be applicable to this contract. The Contract Price shall be fixed over the term period.
6.8.3	Replace Price adjustments for variations in the costs of special materials are not allowed.
6.8.4	Add the following to Clause 6.8.4: Notwithstanding the above, in the event that a public holiday is proclaimed within 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.
6.10.3	Remove
6.10.4	Add the following to clause 6.10.4: Payment will only be made for work completed, measured, verified and accepted by the Employer's Representative.
8.6.1.3	Add: The limit of indemnity for liability insurance shall be R5 000 000 for any single claim.
8.6.1.1.3	Remove
10.4.1/10.7.1	Amend as follows: Any dispute arising from the Contract shall first be referred to amicable settlement between the Parties. Failing settlement within 28 days, the dispute shall be referred to Adjudication in accordance with GCC 2015. Should either

CLAUSE	DESCRIPTION
	Party remain dissatisfied with the Adjudicator's decision, the dispute may thereafter be referred to Arbitration.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

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

OBJECTIONS AND COMPLAINTS FORM (Part C1.3)

(1) Details of Objector/Complainant

Name: _____

Address: (postal and street): _____

Tel: _____ Fax: _____

Contact person: _____

Reference number of Tender: _____

Other Party's Details (If any)

Name: _____

Address: (postal and street): _____

Tel: _____ Fax: _____

Contact person: _____

Reference number of Tender: _____

Description of Issue[s] in Dispute: _____

List of Documents Attached

DETERMINATION SOUGHT IN RESPECT OF OBJECTION OR COMPLAINT

Form submitted by:

Name: _____

Signature _____

Position: _____

Date: _____

C1.4: PERFORMANCE GUARANTEE

For use with the **General Conditions of Contract for Construction Works**, Third Edition (2015).

GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means

“Physical” address

“Employer” means

“Contractor” means

“Employers Agent” means.....

“Works” means

“Site” means

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee:(*Fixed*)

“Expiry Date” means:(Date of issue by the Employer)

CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to the date of issue by the Employer’s Agent of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:

- 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

PRICING DATA (Part C2)

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

PART C2

Part C2.1 Pricing Instructions

Part C2.2 Pricing Schedule

C2.1 PRICING INSTRUCTIONS

The price to be inserted in the Schedule of Quantities shall be the full inclusive price to be paid by the Employer for the work described under Part 3.1 Descriptions of Works. Such price shall cover all costs and expenses that may be required in and for the construction of the work described and the cost of all general risks, liabilities and obligations set out or implied in the documents on which the bid is based.

- a. Prices should be submitted for the strip and quote of equipment.
- b. Labour rate for repairs must be quoted per hour.
- c. Travelling to the various sites must be quoted per kilometre.
- d. Prices for material and spares should be quoted at nett plus % profit/mark-up.
- e. Rates for labour must be specified for normal hours (Monday to Friday, 08h00 ± 17h00), after hours (Weekends and weekdays after 17h00) and Sundays

1. **Prices must be market related and all elements of work must be listed within the quotation.** A detailed description of work carried out must be provided on the quotation.
2. All work that does not constitute to labour rates must be listed under Miscellaneous items and may not be purposefully listed under the labour rated items.
3. The rates (excluding VAT) inserted in the Schedules of Rates shall be the full inclusive rates for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable rates shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
4. **It is compulsory for bidders to bid for all items. If not, the bid will be considered as non-responsive.** The quantities as indicated in the pricing schedule are only estimated quantities which will be used in order to evaluate the bid. The items in the actual quantities ordered and delivered shall depend on the needs of the municipality.

C.2.2 PRICING SCHEDULE

YEAR 1 (01 July 2026 – 30 June 2027)

TABLE 1 / LABOUR

ITEM	HOURLY RATE (EXCLUDING VAT)	CONDITIONS	ESTIMATED HOURS	TOTAL
Foreman		Normal Hours	1000	
		After Hours	300	
		Sunday Hours	300	
Bricklayer		Normal Hours	1000	
		After Hours	300	
		Sunday Hours	300	
Pipe Layer		Normal Hours	1000	
		After Hours	300	
		Sunday Hours	300	
General Worker		Normal Hours	1000	
		After Hours	300	
		Sunday Hours	300	
SUB TOTAL A				

TABLE 2 / VEHICLES

ITEM	RATE	ESTIMATED Quantity	TOTAL
1 Ton LDV rate per km		10 000	
10 Ton Crane Truck rate per km		2000	
Digger-Loader rate per hour		500	
Front-End Loader rate per hour		500	
Excavator Rate per hour		300	
SUB TOTAL B			

TABLE 3 / MATERIALS/SPARES AND MISCELLANEOUS

ITEM	% MARK-UP (EXCL VAT)	ESTIMATED MATERIAL AND SPARES COST	TOTAL
Material/Spares and Miscellaneous		R 1000 000.00	
SUB TOTAL C			

NB: PROOF OF MATERIALS PURCHASED MUST BE SUBMITTED

SUMMARY	TOTAL (R) EXCLUDING VAT
Table 1 / SUB TOTAL A	
Table 2 / SUB TOTAL B	
Table 3 / SUB TOTAL C	
YEAR 1: TOTAL BID PRICE EXCL VAT	

YEAR 2 (01 July 2027 – 30 June 2028)

TABLE 1 / LABOUR

ITEM	HOURLY RATE (EXCLUDING VAT)	CONDITIONS	ESTIMATED HOURS	TOTAL
Foreman		Normal Hours	1000	
		After Hours	300	
		Sunday Hours	300	
Bricklayer		Normal Hours	1000	
		After Hours	300	
		Sunday Hours	300	
Pipe Layer		Normal Hours	1000	
		After Hours	300	
		Sunday Hours	300	
General Worker		Normal Hours	1000	
		After Hours	300	
		Sunday Hours	300	
SUB TOTAL A				

TABLE 2 / VEHICLES

ITEM	RATE	ESTIMATED Quantity	TOTAL
1 Ton LDV rate per km		10 000	
10 Ton Crane Truck rate per km		2000	
Digger-Loader rate per hour		500	
Front-End Loader rate per hour		500	
Excavator Rate per hour		300	
SUB TOTAL B			

TABLE 3 / MATERIALS/SPARES AND MISCELLANEOUS

ITEM	% MARK-UP (EXCL VAT)	ESTIMATED MATERIAL AND SPARES COST	TOTAL
Material/spares and Miscellaneous		R 1 000 000	
SUB TOTAL C			

NB: PROOF OF MATERIALS PURCHASED MUST BE SUBMITTED

SUMMARY	TOTAL (R) EXCLUDING VAT
Table 1 / SUB TOTAL A	
Table 2 / SUB TOTAL B	
Table 3 / SUB TOTAL C	
YEAR 2: TOTAL BID PRICE EXCL VAT	

YEAR 3 (01 July 2028 – 30 June 2029)

TABLE 1 / LABOUR

ITEM	HOURLY RATE (EXCLUDING VAT)	CONDITIONS	ESTIMATED HOURS	TOTAL
Foreman		Normal Hours	1000	
		After Hours	300	
		Sunday Hours	300	
Bricklayer		Normal Hours	1000	
		After Hours	300	
		Sunday Hours	300	
Pipe Layer		Normal Hours	1000	
		After Hours	300	
		Sunday Hours	300	
General Worker		Normal Hours	1000	
		After Hours	300	
		Sunday Hours	300	
SUB TOTAL A				

TABLE 2 / VEHICLES

ITEM	RATE PER KM (EXCL VAT)	ESTIMATED KILOMETRES	TOTAL
ITEM	RATE	ESTIMATED Quantity	
1 Ton LDV rate per km		10 000	
10 Ton Crane Truck rate per km		2000	
Digger-Loader rate per hour		500	

Front-End Loader rate per hour		500	
Excavator Rate per hour		300	
SUB TOTAL B			

TABLE 3 / MATERIALS/SPARES AND MISCELLANEOUS

ITEM	% MARK-UP (EXCL VAT)	ESTIMATED MATERIAL AND SPARES COST	TOTAL
Material/spares and Miscellaneous		R 1 000 000	
SUB TOTAL C			

NB: PROOF OF MATERIALS PURCHASED MUST BE SUBMITTED

SUMMARY	TOTAL (R) EXCLUDING VAT
Table 1 / SUB TOTAL A	
Table 2 / SUB TOTAL B	
Table 3 / SUB TOTAL C	
YEAR 3: TOTAL BID PRICE EXCL VAT	

TOTAL BID PRICING

SUMMARY	TOTAL (R) EXCLUDING VAT
YEAR 1: TOTAL BID PRICE EXCL VAT	
YEAR 2: TOTAL BID PRICE EXCL VAT	
YEAR 3: TOTAL BID PRICE EXCL VAT	
TOTAL BID PRICE EXCL VAT	
15% VAT	
GRAND TOTAL	

SCOPE OF WORK (Part C3)

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

PART C3

- C3.1 Description of the Works
- C3.2 Specification – requirements of Works
- C3.3 Eligibility
- C3.4 Annexures

DESCRIPTIONS OF WORKS – PART C3.1

CONTENTS

3.1.1 EMPLOYER'S OBJECTIVES

3.1.2 EXTENT OF THE WORKS

3.1.3 LOCATION OF THE WORKS

3.1.1. EMPLOYER'S OBJECTIVES

The Saldanha Bay Municipality hereby seeks to appoint a suitable service provider to perform civil and structural maintenance and refurbishment at all the water and sanitation facilities within the Saldanha Bay Municipality's jurisdiction for a period of three years.

3.1.2. EXTENT OF THE WORKS

The Works are for the repair, maintenance and refurbishment of infrastructure for the duration of the term tender contract by the highest ranked available contractor for the particular items.

- This will include the provision of labour and parts/material where required for the civil and structural maintenance of water and sanitation facilities;
- Refurbishment of water, sewer and wastewater infrastructure will also be conducted within this tender under specified capital strings.
- Refurbishment may include the procurement of new capital items relating civil and structural components. These may include, but not limited to:
 - **clarifiers walls, runways, surrounding paving, drying beds, manholes, gullies, reservoirs, pump stations** etc.
 - **Crack repairs** on walls, basins, sumps, and concrete tanks.
 - **Concrete resurfacing** for floors, slabs, and retaining walls.
 - **General concrete works**
 - **Masonry repairs**, including brickwork, blockwork, and plastering on **Process unit infrastructure**.
 - **Stormwater drainage** and culvert repairs.
 - **Water and sewer reticulation/pipe repairs**.
 - **Emergency maintenance response** for urgent repairs

3.1.3. LOCATION OF THE WORKS

The Contractor will be required to work in all towns within the Saldanha Bay Municipality jurisdiction or as identified by the employer's agent.

SPECIFICATIONS- REQUIREMENTS FOR WORKS – PART C3.2

CONTENTS

- 3.2.1 EXCLUSIONS
- 3.1.2 IN HOUSEWORK
- 3.1.3 EMERGENCY WORK
- 3.2.4 DELIVERY PERIOD AND TIMES
- 3.2.5 WORKS EXECUTION

3.2.1 EXCLUSIONS

All work relating to the below mentioned tender is excluded from the tender:

- Telemetry/SCADA instrumentation;
- Chlorine dosing systems;
- All work as identified as Capital Upgrade projects except for capital refurbishment projects as specified by the SBM representative.
- All mechanical and electrical components and - or infrastructure

3.2.2 IN HOUSEWORK

All maintenance activities must be executed by the company. No outwork will be permitted except with prior authorization of the applicable departmental manager. The service rendered shall be the core business of the company. The following items may be outsourced with prior approval from SBM:

- Crane Hire – Above 10 Ton for site specific work
- Digger-loader hire
- Front-End Loader hire
- Excavator hire
- Concrete mixer hire

3.2.3 EMERGENCY WORK

The Municipality must comply to environmental requirements with regard to sewage spillage and therefore emergency repairs will be required.

It is compulsory that the company be on site within 4 hours from request thereof at any location in Saldanha Bay Municipality. Maintenance work must be carried out immediately to ensure service delivery is maintained. Failure to respond within four hours may constitute **poor performance**.

3.2.4 DELIVERY PERIOD AND TIMES

All scheduled supply, delivery, service, repair and maintenance work must be completed in an agreed time frame and within normal working hours.

Any work not completed within the agreed period will be reported to Supply Chain Management for further intervention as prescribed within Saldanha Bay Municipality Supply Chain Management Policy For Goods and Services as

resolved in terms of section 111 of the Local Government Municipal Finance Management Act (No. 56 of 2003).

Overtime and after-hours work shall only be considered if instructed by the Employer's Representative.

3.2.5 WORKS EXECUTION

The service provider shall supply all the plant and tools required and all plant and tools shall comply with the requirements as stipulated in the Environmental Acts, Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations (2014).

All plant, tools, equipment and consumables that are required for undertaking work shall be provided by the Service Provider and will be included in tender rates.

All material, spare parts, components, equipment and accessories necessary for the works shall be supplied and installed by the Service Provider and included in the cost.

All works must comply with:

- SANS 1200 - Standardized Specification for Civil Engineering Construction
- SANS 2001-CC1 - Construction Works – Structural Concrete (Part CC1)
- SANS 2001-CC2 - Construction Works – Minor Concrete Works (Part CC2)
- SANS 1200 LD - Standardized Specification for Civil Engineering Construction – Section LD: Sewers
- SANS 1200 L - Standardized Specification for Civil Engineering Construction – Section L: Pipework (Water Reticulation)

ELIGIBILITY – PART C3.3

CONTENTS

- 3.3.1 ELIGIBILITY
- 3.3.2 CIDB REGISTRATION
- 3.3.3 QUALITY MANAGEMENT
- 3.3.4 BIDDER'S TRACK
- 3.3.5 STAFF COMPONENT
- 3.3.6 MAINTENANCE TEAMS

3.3.1 ELIGIBILITY

The schedules contained in this document will also serve as check list for compliance and signed off by municipal management if all the criteria is adhered to:

3.3.2 CIDB REGISTRATION

In order to be considered for an appointment in terms of this bid, the contractor must be registered with the **CIDB to 6CE or higher**. Proof of registration must be attached within the tender submission.

3.3.3 QUALITY MANAGEMENT

The service provider will indicate their in-house quality control procedures that is followed.

3.3.4 BIDDER'S TRACK RECORD

The employer shall not award a contract to any bidder that cannot provide proof to substantiate a minimum of 5 years of relevant experience as per section 9.

3.3.5 STAFF COMPONENT

Bidders must demonstrate that they have **sufficient, competent, and experienced personnel** to execute the works. A **minimum core team** must be provided as follows:

Minimum Key Personnel Structure

The bidder must have the following personnel available for the duration of the contract:

- 1 × Director / Contracts Director
- 1 × Project Manager
- 1 × Site Agent
- 1 × Health and Safety Officer
- 2 × Foremen
- 2 × Bricklayers
- 2 × Pipe Layers / Drainage Artisans
- 6 × General Workers

Minimum Competency Requirements

Director / Contracts Director

- Minimum **5–10 years' experience** in construction or municipal infrastructure
- Proven involvement in similar projects (oversight level)

Project Manager

- Minimum **5 years' experience** in construction projects (preferably municipal)
- Qualification (NQF6) in **Construction Management / Civil Engineering / Building**
- Experience in:
 - Managing multiple sites
 - Programme and resource management
 - Quality control and reporting

Site Agent

- Minimum **5 years' site experience**
- Must have experience in:
 - Civil construction
 - Concrete works
 - Stormwater / Sewer / Water structures
- Responsible for **daily site supervision and execution**

Health and Safety Officer

- Must have valid **SHE / OHS certification**
- Minimum **2–3 years' experience** on construction sites
- Must be knowledgeable in **Construction Regulations (2014)**

3.3.6 Maintenance Teams

Foremen (2 required)

- Minimum **5 years' experience** in:
 - Brickwork
 - Concrete works
 - Drainage infrastructure
- Must be capable of managing teams independently

Bricklayers (2 required)

- Proven experience in:
 - Manhole construction
 - Chamber construction
 - Plastering and finishing
- Minimum **3 years' experience**

Pipe Layers / Drainage Workers (2 required)

- Experience in:
 - Sewer and stormwater pipe installation
 - Bedding, alignment, and jointing
- Minimum **3 years' experience**

General Workers (6 required)

- Experience in construction-related activities:
 - Excavation
 - Backfilling
 - Concrete mixing and placing

Proof of Personnel

Bidders must submit the following for all key personnel:

- **Curriculum Vitae (CV)** detailing relevant experience
- **Certified copies of qualifications** (where applicable)
- **Proof of employment or commitment** (e.g. employment contracts or signed letters of intent)

Availability of Personnel

All listed personnel must be:

- **Full-time employees OR formally committed to the project**
- Available for the **full duration of the contract**

The Municipality reserves the right to:

- Verify the availability of personnel
- Reject personnel deemed unsuitable
- Request replacement of underperforming personnel during the contract

Non-Compliance

Failure to provide the required minimum personnel and supporting documentation will result in the tender being deemed **non-responsive**.

Schedule A:

EM No	Compulsory Requirements	COMPLY		
		Yes	No	Details of deviations. If not sufficient space, attached annexure of deviations COMMENTS
1.	Compulsory CIDB registration of 6CE or higher			
2.	Bidders should have in their employment qualified employees that meet the minimum requirements.			
3.	Minimum of 2 site Teams available for the duration of the contract			
4.	The successful bidder must establish and maintain a depot within the West Coast region within 30 days of award. Bidder to have proof of lease agreement in the Bidder's name (Depot will be visited to verify this.)			
5.	Premises and vehicles must comply to Municipal OHS regulations. A safety inspection will be conducted by the Municipal Risk Manager. Cost to comply will be for the account of the company.			
6.	Compulsory Letter of good standing and Liability insurance with a minimum value of R5 000 000.00			
7	Bidder must submit three (3) reference letters for similar maintenance contracts as per section 9.			

Schedule B

No.	Compulsory Minimum Equipment, Tools and Vehicles for civil and structural maintenance works (Owned or Leased)	Comply		
		Yes	No	Comments (Details of deviations. If space is not sufficient, attach annexure for deviation.
1.	Basic artisan hand tools (spades, picks, shovels, hammers, trowels, spirit levels, etc.)			
2.	Wheelbarrows (minimum 4)			
3.	Measuring equipment including measuring tapes (minimum 30m), string lines, profiles and marking tools			
4.	Mechanical Digger / TLB (owned or leased)			
5.	Hand excavation tools suitable for confined spaces			
6.	Trenching support / shoring equipment where required			
7.	Dewatering pump for wet excavations (Owned or leased)			
8.	Plate compactor (minimum 1) (Owned or leased)			
9.	Rammer / jumping jack compactor (minimum 1), (Owned or leased)			
10.	Hand tampers			
11.	Concrete mixer (minimum 1, mechanical) (Owned or leased)			
12.	Poker vibrator (minimum 1) (Owned or leased)			
13.	Concrete finishing tools (floats, screeds, trowels)			
14.	Formwork equipment including shuttering boards, props and clamps			

15.	Bricklaying tools including trowels, jointers and levels			
16.	Mortar mixing equipment			
17.	Brick cutting equipment (manual or electric)			
18.	Scaffolding or working platforms where required			
19.	Pipe laser level or dumpy level for alignment and levels			
20.	Spirit levels and boning rods			
21.	Pipe handling and jointing tools			
22.	Pipe cutting tools (grinders or cutters)			
23.	Angle grinders (minimum 2)			
24.	Concrete saw or brick cutter			
25.	Portable generator (minimum 5–8 kVA) (Owned or leased)			
26.	Electrical extension leads and compliant distribution boards			
27.	Chain blocks or block and tackle (minimum 1-ton capacity) (Owned or leased)			
28.	Certified lifting slings and lifting gear			
29.	Tripod or gantry system for manhole work (where applicable) (Owned or leased)			
30.	LDV / site vehicle (minimum 2, registered in company name or leased)			
31.	Tipper truck or equivalent (owned or leased)			
32.	Barricading equipment including danger tape, cones and barriers			
33.	First aid kit			
34.	Fire extinguishers			

35.	Excavation safety equipment and trench protection systems			
36.	Dumpy level with tripod and staff			
37.	Measuring rods and line levels			

The Municipality reserves the right to verify the availability and condition of plant and equipment. Bidders found to not have all the tools, equipment and vehicles listed will be found non-responsive.

ANNEXURES – PART C3.4

ANNEXURE 1
AUTHORITY OF SIGNATORY

ANNEXURE 2
PREVIOUS EXPERIENCE

ANNEXURE 3
B-BBEE STATUS LEVEL

ANNEXURE 4
MUNICIPAL INFORMATION

ANNEXURE 5
VALID TAX CLEARANCE CERTIFICATE

ANNEXURE 6
RECORD OF ADDENDA

ANNEXURE 7
COMPANY PROFILE

ANNEXURE 8

COMPANY REGISTRATION & SHAREHOLDING

ANNEXURE 9

**ATTENDANCE REGISTER AND CLARIFICATION
MEETING MINUTES**

ANNEXURE 10
(CIDB) REGISTRATION

ANNEXURE 11

BARGAINING COUNCIL FOR THE CIVIL ENGINEERING INDUSTRY (BCCEI)

ANNEXURE 12

PROOF OF: ISO 9001:2015 QUALITY MANAGEMENT ACCREDITATION