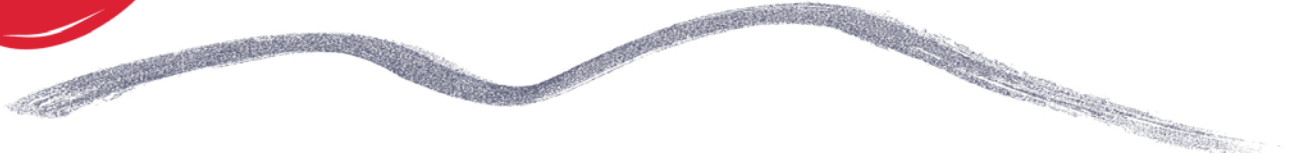




WITZENBERG

Municipality • Munisipaliteit • UMasipala Wase



PROJECT DOCUMENT

FOR

CONTRACT NO. 08/2/16/31

FOR

**DESCRIPTION: REPAIR AND MAINTENANCE TO MONTANA AND PINE
FOREST SWIMMING POOLS**

| | | |
|-----------------------------|--------------|----------------------|
| BIDDER | | |
| TOTAL BID PRICE (VAT INCL): | | |
| COMPLETION PERIOD | | |
| BBBEE LEVEL STATUS | | |
| TELNR: | FAXNR: | EMAIL ADDRESS: |

NOVEMBER 2018

ISSUED BY:

FINANCIAL DIRECTORATE: WITZENBERG MUNICIPALITY PROCUREMENT UNIT
DROMEDARIS STREET
CERES

WITZENBERG MUNICIPALITY

BID No. 08/2/16/31

REPAIR AND MAINTENANCE TO MONTANA AND PINE FOREST SWIMMING POOLS

| |
|--------------------------------|
| GENERAL BID INFORMATION |
|--------------------------------|

| | | |
|--|---|---|
| TENDER ADVERTISED | : | 12 November 2018 |
| CLOSING DATE | : | 04 December 2018 |
| ESTIMATED CIDB CONTRACTOR GRADING | : | 1CE or higher |
| CLOSING TIME | : | 12h00 |
| CLOSING VENUE | : | Witzenberg Municipality 50 Voortrekker Street Ceres 6835 |
| BID BOX | : | Bid Box Located at the entrance of the Witzenberg Municipal Offices Witzenberg Municipality 50 Voortrekker Street Ceres 6835 |
| CLARIFICATION MEETING | : | Compulsory |
| CLARIFICATION MEETING TIME | : | <u>11:00, 20 November 2018</u> at the at the entrance of Pine Forest Holiday Resort, Carson Street, Ceres, 6835 |

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Part T1: Bidding procedures

T1.1 Bid Notice and Invitation to Bid

T1.2 Bid Data

T1.1 Bid Notice and Invitation to Bid

The Witzenberg Municipality Financial Directorate, Procurement Unit invites bids for **BID NO. 08/2/16/31: REPAIR AND MAINTENANCE TO MONTANA AND PINE FOREST SWIMMING POOLS**

Only bidders who satisfy the eligibility criteria stated in the Standard Conditions of Tender (Clause F.2.1) are eligible to submit bids.

The bidder must have in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services. If an original Tax Clearance Certificate is not included with the tender submitted, a copy thereof will be accepted subject to the Tenderer providing the necessary PIN for the Employer to assess the validity of the certificate on the SARS database.

Bidders should have a CIDB contractor grading of **1CE** or higher.

The bidder must have in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services. If an original Tax Clearance Certificate is not included with the tender submitted, a copy thereof will be accepted subject to the Tenderer providing the necessary PIN for the Employer to assess the validity of the certificate on the SARS database.

All bids received shall be evaluated in terms of the Witzenberg Municipality's Supply Chain Management Policy, the Preferential Procurement Policy Framework Act and the revised Preferential Procurement Regulations of 2017. The 80/20 preference points system will be applicable.

All enquiries must be directed to the Financial Directorate, Supply Chain Unit:

Ms. S Mentor
Witzenberg Municipality
Ceres
6835
Tel: (023) 312 1761 / 5
E-mail: shayle@witzenberg.gov.za

The closing time for receipt of bids is **12:00 on Tuesday, 04 December 2018** at Witzenberg Municipality, **50 Voortrekker Street, Ceres**. Telephonic, facsimile, electronic/e-mailed and late bids will not be accepted. Bids may only be submitted on the bid documentation that has been issued. The bid box is located at the entrance of Witzenberg Municipality, **50 Voortrekker Street, Ceres**.

A compulsory clarification meeting will take place on **Tuesday, 20 November 2018** Attendees are to meet **at the entrance of Pine Forest Holiday Resort, Carson Street, Ceres, 6835 at 11:00 am.**

Please note that no grace period will be given to late comers at the clarification meeting (Witzenberg Municipality does possess a site/clarification procedure manual and prospective bidders can obtain a copy of the manual from the Municipalities Supply Chain unit).

Witzenberg Municipality does not bind itself to accept the lowest or any bid. Witzenberg Municipality shall apply its Municipal Supply Chain Management Policy as adopted in terms of Section 111 of the Municipal Finance Management Act, 2003 (Act no. 56 of 2003) and the relevant regulations.

Please note that any suspicious collusive bidding behaviour and restrictive practices by bidders will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

NB: No bids will be considered from persons in the service of the state as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations

The Municipal Manager
Witzenberg Municipality
50 Voortrekker Street
Ceres
6835

D NASSON
MUNICIPAL MANAGER

T1.2 Bid Data

The conditions of bid are the Standard Conditions of Bid July 2015 as gazetted in Board Notice 136 of 2015 in Government Gazette 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement (See www.cidb.org.za).

The Standard Conditions of Tender make several references to the Bid Data for details that apply specifically to this bid. The Bid 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 bid data below shall apply to this bid.

Clause No. Bid Data

F.1 General

F.1.1 Actions

The Employer is the Witzenberg Municipality, represented by the Financial Directorate, Procurement Unit.

F.1.2 Bid Documents

The bid documents issued by the Employer comprise:

This bid document **BID No. 08/2/16/31: REPAIR AND MAINTENANCE TO MONTANA AND PINE FOREST SWIMMING POOLS** in which is bound:

F.1.3 The Bid

Part T1: Bidding Procedures

- T1.1 Bid notice and invitation to bid
- T1.2 Bid data

Part T2: Returnable Documents

- T2.1 List of Returnable Documents/Schedule
- T2.2 Returnable Schedules

Part C1: Agreement and Contract Data

- C2.1 Form of Offer and Acceptance
- C2.2 Contract Data
- C2.3 Form of Guarantee

Part C2: Pricing data

- C2.1 Pricing instructions
- C2.2 Schedule of Quantities
- C2.3 Daywork Schedule

Part C3: Scope of work

- C3.1 Description of Works
- C3.2 Engineering
- C3.3 Procurement
- C3.4 Construction

Part C4: Site Information

- C4.1 Scope
- C4.2 Access to Site
- C4.3 Topography
- C4.4 Climate
- C4.5 Nature of Ground and Subsoil Conditions

This document must be returned to the Employer, completed in all respects, together with any additional supporting documentation required, in terms of submitting a bid offer.

The employer's representative, for the purposes of any communication between the employer and bidders, is:

BEFORE AWARDING

Name : Ms S Mentor
Postal address : Witzenberg Municipality
Dromedaris Street
CERES
6835

Tel : 023 312 1761
E-mail : shayle@witzenberg.gov.za

AFTER AWARDING

Ms J Samuel
Witzenberg Municipality
Voortrekker Street
Ceres
6835

023 316 8150
janet@witzenberg.gov.za

Attention is drawn to the fact that no verbal communication will be allowed prior to the close of bids. Only information requested and issued formally in writing to bidders will be regarded as amending the bid documents.

F.2 Bidder's obligations

F.2.1 Eligibility

Only those bidders who satisfy the following criteria are eligible to submit bids:

F.2.1.1 Local office

In order to be considered for an appointment in terms of this bid, bidders must have an office in the Western Cape Province, through which all communication with the employer will flow, and where the majority of work in terms of this bid will be carried out. The address of the local office must be indicated on Schedule 1, Part T2: Returnable Documents, and which will be regarded as the domicilium citandi et executandi for the purposes of any contract arising from this bid submission. The bidder must attach a certified copy of the certificate of incorporation and shareholders certificates of his/her company, close corporation or trust to **Schedule 2**, Part T2: Returnable Documents.

F.2.1.2 CIDB Registration

In order to be considered for an appointment in terms of this bid, the contractor must be registered with the **CIDB to 1CE** or higher. Proof of registration must be appended to **Schedule 4**, Part T2: Returnable Documents.

F.2.2 Bidders' track record

Bidders must have successfully executed at least 2 similar projects of similar size during the past 5 years. Bidders are required to complete **Schedule 3**, Part T2: Returnable Documents with regard to similar work satisfactory carried out by the bidder.

F.2.4 Satisfactory financial standing (Not Applicable)

Only those bidders with a bank code of B or C are eligible to submit bids. Bidders must provide their banking details in **Schedule 5**. The municipality will obtain the bank codes from the relevant financial institution.

Bank Code definitions:

Code B: Good for the Amount
Code C: Good for the amount under normal working conditions
Code D: Reasonable risk for amount
Code E: Amount to high
Code F: Financial position unknown
Code G: RD commission occurs/payment deferred
Code H: RD commissions occurs frequently

F.2.5 Financial institution/financier letter of undertaking (Not Applicable)

Returnable Documents. The bank guarantee must be submitted within 21 days of acceptance of the tender. **Schedule 6**

F.2.6 Compulsory Clarification meeting attendance

The arrangements for a compulsory site visit/clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Location: **At the entrance of Pine Forest Holiday Resort**
Address: **Carson Street, Ceres, 6835**
Date: **20 November 2018**
Starting Time: **11:00**

Please note that no grace period will be given to late comers at the clarification meeting (Witzenberg Municipality does possess a site/ clarification procedure manual and prospective bidders can obtain a copy of the manual from the Municipalities Supply Chain unit).

Tenderers should be represented at the site visit/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.12 **Alternative bid offers**

F2.12.1 Alternative bids will not be considered.

F.2.13 **Submitting a bid offer**

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, by hand in **non-erasable black ink**.

F.2.13.3 Parts of each bid offer communicated on paper shall be submitted as an original.

F.2.13.4 The bid shall be signed by a **person duly authorized** to do so. Please refer to and complete **Schedule 7**. Bids submitted by **joint ventures** of two or more firms shall be accompanied by the document of formation of the joint venture, **Schedule 8**, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. Please complete **Schedule 8** in this regard.

F.2.13.5 The Employer's address for delivery of bid offers and identification details to be shown on each bid offer package are:

Location of bid box: Bid Box at entrance of Witzenberg Municipality Office
Physical address: Witzenberg Municipality, **50 Voortrekker Street, Ceres, 6835**
Identification details: BID NO. 08/2/16/31, REPAIR AND MAINTENANCE TO MONTANA AND PINE FOREST SWIMMING POOLS, name and address of the bidder and the closing date and time of the bid must appear on the outside of the envelope that contains the bid

Sealed bids with the identification details on the envelope must be placed in the appropriate official bid box at the abovementioned address before the closing time. Bidders who fail to comply with the marking instructions will be rejected.

F.2.13.6 A two-envelope procedure will **not** be followed.

F.2.15 **Closing time**

F.2.15.1 The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid. Telephonic, facsimile or e-mailed bid offers will not be accepted.

F.2.16 **Bid offer validity**

The bid offer validity period is 120 days. The Municipality reserves the right to request an extension of the validity period if deemed necessary.

F.2.17 **Clarification of bid offer after submission**

A bid may be rejected as non-responsive if the bidder fails to provide any clarification requested by the employer within the time for submission stated in the employer's written request.

F.2.23 **Certificates**

F.2.23.1 **Tax Clearance Certificate**

Bidders shall complete **Schedule 9**: Declaration of Good Standing Regarding Tax in Part T2: Returnable Documents and submit/append documentary evidence/proof in the form of an original valid Tax Clearance Certificate issued by the South African Revenue Service's office where the bidder is registered for income tax purposes. Failure to properly complete **Schedule 9** in Part T2: Returnable Documents and/or to provide a valid Tax Clearance Certificate will prejudice the bid and it will be rejected for such reason.

The bidder must have in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services. If an original Tax Clearance Certificate is not included with the tender submitted, a copy thereof will be accepted subject to the Tenderer providing the necessary PIN for the Employer to assess the validity of the certificate on the SARS database.

Each party to a Consortium / Joint Venture shall submit a separate valid Tax Clearance Certificate.

F.3 The Employer's undertakings

F.3.4 Opening of bid submissions

F.3.4.1 The time and location for opening of the bid offers is:

Time: **12h00, 04 December 2018**

Location: Council Chambers, Witzenberg Municipality, 50 Voortrekker Street, Ceres 6835.

F.3.8 Test for responsiveness

Bids will be considered non-responsive if, inter alia:

- The bidder does not comply with the eligibility criteria listed in F2.1 above.
- The bidder has failed to complete and sign and attach requested information to all Documents.

F.3.11 Evaluation of bid offers

F.3.11.1 General

The procedure for the evaluation of responsive bids is **Method 2** for the financial offer and preferences. The Municipality reserves the right not to award the lowest or any bid.

F3.13 Acceptance of bid offer

F.3.13.1 Bid offers will only be accepted if:

a) The bidder has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations (**Append to Schedule 9**);

The bidder or any of its directors is not listed on the Register of Bid 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;

b) The bidder has not:

- i) abused the Employer's Supply Chain Management System; or
- ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are not in arrears for more than three months
- iii) failed to perform on any previous contract and has been given a written notice to this effect;

c) The bidder has completed the Compulsory Enterprise Questionnaire (**Schedule 1**) and there are no conflicts of interest that may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process.

F.3.13.2 Notification of decision and appeal period

If the Supply Chain Management Bid Adjudication Committee, or the Municipal Manager, has resolved that a bid be accepted, the successful and unsuccessful bidders shall be notified in writing of this decision.

Section 62 of the Local Government Municipal Services Act 2000 (Act 32 of 2000) gives any person whose rights have been affected by such a decision, the right to appeal such decision within **21 days** of notification of the decision.

Any bidder wishing to exercise this right must submit their appeal in writing to the Municipal Manager, PO Box 44, Ceres, 6835. The format of the appeal must:

- set out the reasons for the appeal;
- state in which way the appellant's rights have been affected by the decision;
- state the remedy sought, and
- be accompanied by a copy of the notification advising the bidder of the decision of the Supply Chain Management Bid Adjudication Committee or Municipal Manager as applicable.

Bidders are also hereby informed of their right to request reasons for the decision in terms of the Promotion of Administrative Justice Act (No 3 of 2000).

The notification of decision sent to the successful bidder is not acceptance in terms of the form of offer and acceptance and no rights shall accrue to the successful bidder in terms of this notification.

The consideration of appeals and if necessary, the invalidation of any decision made, shall be dealt with in terms of the Municipality's appeals process.

F.3.18

Provide copies of the contract

The number of paper copies of the signed contract to be provided by the Employer is one.

ADDITIONAL CONDITIONS OF BID

The additional conditions of bid are:

1. Negotiations with preferred bidders

The Employer may negotiate the final terms of a contract with bidders identified, through a competitive bidding process, as preferred bidders provided that such negotiation:

- a) does not allow any preferred bidder a second or unfair opportunity;
- b) is not to the detriment of any other bidder; and
- c) does not lead to a higher price than the bid as submitted.

Minutes of any such negotiations shall be kept for record purposes.

2. General supply chain management conditions applicable to bids

In terms of its Supply Chain Management Policy the Municipality may not consider a bid unless the provider who submitted the bid:

- a) has furnished the Municipality with that provider's:
 - full name;
 - identification number or company or other registration number; and
 - tax reference number and VAT registration number, if any;
- b) has indicated whether:
 - the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
 - the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;
 - whether a spouse, child or parent of the provider or of a director, manager, share holder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve months; or
- c) irrespective of the procurement process followed, the Municipality is prohibited from making an award to a person:
 - who is in the service of the state;
 - if the person is not a natural person, a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state; or
 - who is an advisor or consultant contracted with the Municipality.

In this regard, bidders shall complete **Schedule 1**, Part T2: Returnable Documents: Compulsory Enterprise Questionnaire. Failure to complete this schedule may result in the bid not being considered.

3. Combating abuse of the Supply Chain Management Policy

In terms of the Supply Chain Management Policy, the Employer may reject the bid of any bidder if that bidder or any of its directors has:

- a) failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;
- b) failed, during the last five years, to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory;

- c) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- d) been convicted of fraud or corruption during the past five years;
- e) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- f) been listed with the Register of Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

In this regard, bidders shall complete **Schedule 10**, Part T2: Returnable Documents: Declaration in terms of the Municipal Finance Management Act and in terms of Municipal Rates and Services.

Failure to complete this schedule may result in the bid not being considered.

4. Price variations

The rates, prices, multipliers and percentages (as applicable) bided in the activity schedule shall be final and binding and shall **not** be subject to any variation throughout the period of the contract.

5. Information accuracy

Bidders must make and rely on their own investigations and satisfy themselves in relation to all aspects of the project.

The Council will not be held liable for any incorrect or misleading information or omission to the disclosed information in this bid.

6. Compliance with Occupational Health and Safety Act 1993

Bidders are to note the requirements of the Occupational Health and Safety Act (No. 85 of 1993) and the Construction Regulations 2014 issued in terms of Section 43 of the Act.

The bidder shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

Bidders are to note that the service provider is required to ensure that all sub-consultants/sub-contractors or others engaged in the performance of this contract also comply with the above requirements.

The service provider will be required to complete and submit to the Employer the Occupational Health and Safety Agreement (**Schedule 11**).

Part T2: Returnable Documents

T2.1 List of Returnable Documents/Schedules

T2.2 Returnable Schedules

T2.1 List of Returnable Documents/Schedules

The bidder must complete the following Schedules:

- 1 Returnable Schedules required only for bid evaluation purposes
 - Schedule 1: Compulsory Enterprise Questionnaire
 - Schedule 2: Documents of Incorporation
 - Schedule 3: Schedule of similar projects satisfactorily carried out by the bidder
 - Schedule 4: Proof of CIDB registration
 - Schedule 5: Banking Details
 - Schedule 6: Financial Institution letter of undertaking
 - Schedule 7: Authority of signatory
 - Schedule 8: Certificate of authority for joint ventures
 - Schedule 9: Declaration of good standing regarding tax
 - Schedule 10: Declaration in terms of clause 112(1) of the Municipal Finance Management Act (No. 56 of 2003) and in terms of clauses 44 and 45 of the Municipal Supply Chain Management Policy
 - Schedule 11: Occupational Health and Safety Agreement
 - Schedule 12: Preferential Procurement Goals
 - Schedule 13: Record of Addenda
 - Schedule 14: Certificate of attendance of Clarification Meeting
 - Schedule 15: Estimated Monthly Cash Flow
 - Schedule 16: Declaration concerning fulfillment of the Construction Regulations, 2014
- 2 Other documents required to be submitted only for bid evaluation purposes:
 - Certificate of Contractor registration issued by the Construction Industry Development Board
 - An original valid Tax Clearance Certificate issued by the South African Revenue Services
 - Particulars of any contracts awarded by an organ of state during the last five years including particular any material non-compliance or dispute concerning their execution over this period
 -
- 3 Returnable Schedules that will be incorporated into the contract:
 - Record of Addenda to Bid Documents
 - Preferencing Schedule where preferences are granted in respect of B-BBEE
 - Declaration concerning fulfillment of the Construction Regulations, 2014
- 4 Other documents that will be incorporated into the contract:
 - Form of Offer and Acceptance
 - Contract Data
 - Form of Guarantee
 - Agreement in terms of section 37(2) of the Occupational Health and Safety Act No. 85 of 1993
 - Pricing Schedule

T2.2 Returnable Schedules

SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Physical address of enterprise:

.....

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record of service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

| Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---|---|---|-----------------------|
| | | Current | Within last 12 months |
| | | | |
| | | | |
| | | | |

*Insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

| Name of spouse, child or parent | Name of institution, public office, board or organ of state and position held | Status of service (tick appropriate column) | |
|---------------------------------|---|---|-----------------------|
| | | Current | Within last 12 months |
| | | | |
| | | | |
| | | | |

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other bidding entities submitting bid offers and have no other relationship with any of the bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 2: DOCUMENTS OF INCORPORATION

The bidder must attach to this page a certified copy of the certificate of incorporation of his/her company, close corporation or trust.

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 4: PROOF OF CIDB REGISTRATION

The bidder must attach to this page proof of CIDB registration of **1CE** or higher or proof of application for registration submitted.

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 5: BANKING DETAILS (Not applicable)

The bidder must provide all relevant banking details in table below:

Financial Institution :

Contact Person :

Branch :

Account Number :

Name of Account Holder :

We hereby give Witzenberg Municipality the permission to obtain the necessary bank codes from our financial institution.

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 6: FINANCIAL INSTITUTION LETTER OF UNDERTAKING (Not Applicable)

The bidder must attach to this page the letter of undertaking from their financial institution confirming that within 21 days of award, they will issue the "Form of Guarantee."

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 7: AUTHORITY OF SIGNATORY (Company, Close Corporation or Partnership)

In the case of a bid being submitted on behalf of a Company, Close Corporation or Partnership, assurance shall be given at the time of submission of the bid that the bid has been signed by someone properly authorized thereto by virtue of the Articles of Association, or resolution of the Directors, Members or Partners, or other authority as applicable. Signatories shall confirm their authority by completing the form below and attaching a copy of the relevant authority duly signed and dated.

I, the undersigned, declare that I am duly authorized to sign the offer on the form of offer and acceptance on behalf of
.....by virtue of the Articles of
Association/Resolution of the Board of Directors* or
.....

* Delete whichever is not applicable, or if neither is applicable, indicate alternate authority.

NAME:

CAPACITY:

SIGNATURE:

DATE:

WITNESSES: 1.....

2.

DETAILS OF BIDDER (THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

| | |
|--|---|
| Name of firm / entity / enterprise | |
| Trading as (if different from above) | |
| Postal address of enterprise | Line 1 : _____ Line 2: _____ Town/city _____ Postal code: _____ |
| Physical address of enterprise | Line 1 : _____ Line 2: _____ Town/city _____ Postal code: _____ |
| Contact details of the person signing the bid, being duly authorised to do so: | Name: _____ Telephone: _____ Fax: _____ Cellular telephone: _____ E-mail address: _____ |
| Contact details of the senior manager responsible for overseeing contract performance: | Name: _____ Telephone: _____ Fax: _____ Cellular telephone: _____ E-mail address: _____ |
| Contact Details of the Bidder's proposed Project Manager who will represent the Bidder in the implementation processes: | Name: _____ Telephone: _____ Fax: _____ Cellular telephone: _____ E-mail address: _____ |
| Company income tax number | |
| Tax Compliance Status System PIN (issued by SARS) | |
| VAT registration number | |
| Company registration number | |
| Any other Registration applicable to this Industry | |
| Banking details | Name of account holder: _____ Name of bank: _____ Account number: _____ Branch code: _____ |

PART A
INVITATION TO BID

| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE WITZENBERG MUNICIPALITY | | | | | |
|--|--|---------------|------------------|---------------|-------|
| BID NUMBER: | 08/2/16/31 | CLOSING DATE: | 04 December 2018 | CLOSING TIME: | 12:00 |
| DESCRIPTION | REPAIR AND MAINTENANCE TO MONTANA AND PINE FOREST SWIMMING POOLS | | | | |
| THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7). | | | | | |

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX
 SITUATED AT (STREET ADDRESS)

| SUPPLIER INFORMATION | | | | | |
|--|---|--|---|---|--|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| 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 [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes <input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3] | |
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE | | R | |
| SIGNATURE OF BIDDER | | DATE | | | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | | |
| DEPARTMENT | Supply Chain | | CONTACT PERSON | Ms J Samuel | |
| CONTACT PERSON | Ms Shayle Mentor | | TELEPHONE NUMBER | 023 316 8150 | |
| TELEPHONE NUMBER | 023 312 1761 / 5 | | FACSIMILE NUMBER | 023 312 3472 | |
| FACSIMILE NUMBER | 023 312 1934 | | E-MAIL ADDRESS | janet@witzenberg.gov.za | |
| E-MAIL ADDRESS | shayle@witzenberg.gov.za | | | | |

PART B
TERMS AND CONDITIONS FOR BIDDING

| | |
|--|--|
| 1. BID SUBMISSION: | |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. | |
| 2. TAX COMPLIANCE REQUIREMENTS | |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) 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)? 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO |
| IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE. | |

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

WITZENBERG MUNICIPALITY
 FINANCIAL DIRECTORATE, PROCUREMENT UNIT
CONTRACT 08/2/16/31
REPAIR AND MAINTENANCE TO MONTANA AND PINE FOREST SWIMMING POOLS
SCHEDULE 8: CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr/Ms , authorized signatory of the company, close corporation, or partnership , acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

| NAME OF FIRM | ADDRESS | DULY SIGNATORY AUTHORISED |
|--------------|---------|---|
| | | Signature..... Name..... Designation..... |
| | | Signature..... Name..... Designation..... |
| | | Signature..... Name..... Designation..... |
| | | Signature..... Name..... Designation..... |

Note:

A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.

SCHEDULE 10: DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) AND IN TERMS OF CLAUSES 44 AND 45 OF THE MUNICIPAL SUPPLY CHAIN MANAGEMENT POLICY

(To be signed in the presence of a Commissioner of Oath)

I, _____, _____ (full name and ID no.), the undersigned, declares that I am duly authorized to act on behalf of _____ (name of the firm) and hereby declares, that to the best of my personal knowledge, no director / member of said firm is

- i) a person who has been convicted of fraud or corruption during the past 5 years.
- ii) a person, who willfully neglected, reneged on or failed to comply with a government contract during the past 5 years.
- iii) a person whose tax matters is not cleared by the South African Revenue Services.
- iv) a person who is in service of the state.
- v) a person who is an advisor or consultant contracted with the Employer.
- vi) a person who's municipal accounts at any municipality or municipal entity is in arrears for longer than 3 (three) months.

I further declare that the above mentioned BIDDER is **not**

- a municipal accountholder anywhere in the Republic of South Africa,
- in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

(DELETE WHICH IS NOT APPLICABLE AND INITIAL)

Further to the above I herewith disclose the particulars of any spouse, child or parent who is in the service of the state, or has been in the service of the state in the previous twelve months. (State refers to National, Provincial or Local Government or any National, Provincial or Local Government Entity)

Name of that person:

Particulars of Employer:

Capacity in which that person is in the service of the state:

PRINT FULL NAME: _____ SIGNATURE: _____

DULY AUTHORISED TO SIGN ON BEHALF OF: _____

ADDRESS: _____

_____ Postal Code: _____

CONTACT NUMBER: TEL. No. _____ CELL No. _____

FAX No. _____ E-mail Address: _____

Signed and sworn to before me at _____ on this _____ day of _____ 20____

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

COMMISSIONER OF OATHS: _____

SCHEDULE 11: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE WITZENBERG MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

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

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

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

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

COID ACT Registration Number:

OR Compensation Insurer: Policy No.:

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

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

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

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

Signed at on the day of 20....

Witness

Mandatory

Signed at on the day of 20....

Witness

for and on behalf of
WITZENBERG MUNICIPALITY

OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2014.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarizes himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be worn at all times where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery / plant / equipment / substance / personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to, or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

SCHEDULE 12: PREFERENTIAL PROCUREMENT GOALS

Objective

- (i) To comply with the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), any amendments and regulations;
- (ii) To comply with the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003), any amendments and regulations; and
- (iii) To effect a preference for local business and secondly an additional preference for people from historical disadvantaged backgrounds.

Strategy

A) That the following maximum points, as detailed in B below, is allocated as follows

| Evaluation Criteria | Weighting |
|---|------------|
| 2.1 Price | 80 |
| 2.2 B-BBEE status level of contribution | 20 |
| Total | 100 |

B) Evaluation criteria:

1. Price

The number of points times the difference between the specific bid and the lowest bid as a percentage above the lowest bid.

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

Where

P_s = Points scored for price of bid under consideration

P_t = Rand value of bid under consideration

P_{min} = Rand value of lowest acceptable bid

2. Pre-qualification Criteria

Refer to F.2.1 on page 7 of this bid document.

2.2 RELEVANT EXPERTISE

Proposed team/individuals:

Relevant experience and competencies *List of recent work undertaken in similar/related fields *

| Name | Responsibility in team | Qualifications | Professional registrations | Relevant expertise /competencies | Relevant Experience |
|------|------------------------|----------------|----------------------------|----------------------------------|---------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

* Specifically expertise and related work should relate to Bid evaluation criteria

2.3. PREVIOUS EXPERIENCE

Indication of Competence / Ability to Perform Successfully

List of recent previous work of a similar nature undertaken by the firm in the proposed team

| Description of Project | Client contact details | | | Value of Contract | Year Completed* |
|------------------------|------------------------|------------------------------|--------------|-------------------|-----------------|
| | Name of Client | Name of Responsible Official | Telephone no | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

* Only projects that have been completed will be used for evaluation purposes and **not current** or **on-going** projects.

The Bidder hereby confirms that the information given above is true and correct:

.....

(Name in Print)

.....

(Signature)

.....

(Capacity)

.....

(Date)

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 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 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 or her representative:.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

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 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 yes, 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 yes, furnish particulars.
.....
.....

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

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

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

² Shareholder² means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons 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 yes, furnish particulars

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? YES / NO

3.12.1 If yes, furnish particulars.

3.13 Are 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 yes, 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 yes, furnish particulars:

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

| Full Name | Identity Number | Personal income tax reference number | State Employee Number |
|-----------|-----------------|--------------------------------------|-----------------------|
| | | | |
| | | | |
| | | | |

.....
 Signature

.....
 Date

.....
 Capacity

.....
 Name of Bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications

as set out in the tender documents.

- (g) “prices” includes all applicable taxes less all unconditional discounts;
- (h) “proof of B-BBEE status level of contributor” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

80/20
or
90/10

Where

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

7.1.1 If yes, indicate:

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

(Tick applicable box)

| | | | |
|-----|--------------------------|----|--------------------------|
| YES | <input type="checkbox"/> | NO | <input type="checkbox"/> |
|-----|--------------------------|----|--------------------------|

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.6 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES:

1.

2.

| |
|---|
| SIGNATURE(S) OF BIDDER(S) |
|---|

DATE:.....

ADDRESS:

.....

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 | <p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | <p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | 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: | | |
| Item | Question | Yes | No |
| 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 MONTHSS? | 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 Bidder

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 *pe 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:

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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Bid Number: 08/2/16/31

Description: REPAIR AND MAINTENANCE TO MONTANA AND PINE FOREST SWIMMING POOLS

in response to the invitation for the bid made by:

WITZENBERG MUNICIPALITY

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, who:
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. 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.

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 |

SCHEDULE 13: RECORD OF ADDENDA

We confirm that the following communications/Addenda/Notice(s) to BIDDERS received from the Employer before the submission of this bid offer, amending the bid documents, have been taken into account in this bid offer:

| ADDENDUM NO | DATE | SUBJECT MATTER OF ADDENDUM / NOTICE |
|----------------|------|-------------------------------------|
| | | |

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 14: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to confirm that

BIDDER: _____

Of: _____

Address: _____

Was represented by the persons named below at the compulsory meeting held for all BIDDERS at

_____ (location) on _____ (date), starting at _____

We acknowledge that the purpose of the meeting was to acquaint ourselves with the site of the works and/or matters incidental to doing the work specified in the bid documents in order for us to take account of everything necessary when compiling our rates and prices included in the bid.

Particulars of persons attending the meeting:

Signature: _____ Date: _____

Print Name: _____ Position: _____

Attendance of the above persons at the meeting is confirmed by the Employer's Representative/Agent, namely:

Signature: _____ Date: _____

Print Name: _____ Position: _____

SCHEDULE 15: ESTIMATED MONTHLY CASH FLOW

SIGNED ON BEHALF OF BIDDER:

SCHEDULE 16: DECLARATION CONCERNING FULFILLMENT OF THE CONSTRUCTION REGULATIONS, 2014

In terms of regulation 4(3) of the Construction Regulations, 2014 (hereinafter referred to as Regulations), promulgated on 7 February 2014 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her bid for the due fulfilment of all the applicable requirements of the Act and the Regulations.

Bidders shall answer the following questions below:

- I confirm that I am fully familiar with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to timeously, safely and successfully comply with all the requirements of the Regulations.

| | |
|-----|--------------------------|
| Yes | <input type="checkbox"/> |
| No | <input type="checkbox"/> |

(Tick)

- Indicate which approach shall be employed to achieve compliance with the Regulations.

| | | |
|--|--------------------------|--------|
| Own resources, competent in terms of the Regulations (refer to 3 below) | <input type="checkbox"/> | (Tick) |
| Own resources, still to be hired and/or trained (until competency is achieved) | <input type="checkbox"/> | |
| | | |
| | | |
| | | |
| | | |

- Provide details of proposed key persons, competent in terms of the regulations, who will form part of the Contract team as specified in the Regulations (CV to be attached):

.....

- Provide details of proposed training (if any) that will be undergone:

.....

- List potential key risks identified and measures for addressing risks:

.....

- I have fully included in my bided rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other required for the due fulfilment of the Regulations for the duration of the construction and defects liability period.

| | |
|-----|--------------------------|
| Yes | <input type="checkbox"/> |
| No | <input type="checkbox"/> |

(Tick)

- I have provided all details as specified in the Health and Safety Specification.

Signature: _____ Date: _____

Print Name: _____ Position: _____

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

C1.3 Form of Guarantee

C1.1 Form of Offer and Acceptance

1.1.1 Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of projects numbers 08/2/16/31 in the bid "REPAIR AND MAINTENANCE TO MONTANA AND PINE FOREST SWIMMING POOLS"

The bidder, identified in the offer signature block, has examined the documents listed in the bid data and addenda thereto as listed in the returnable Documents, and by submitting this offer has accepted the conditions of bid.

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder 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)

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 bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature

Name

Capacity

for the bidder(Name and address of organization)

Name and signature of witness Date

CIDB registration number

1.1.2 Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder'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 bidder's offer shall form an agreement between the employer and the bidder 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 works.
- Part C4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the bid data and any addenda thereto as listed in the bid schedules as well as any changes to the terms of the offer agreed by the BIDDER 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.

The bidder shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (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. Failure to fulfill any of these 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 BIDDER receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the BIDDER (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.

Signature

Name

Capacity

for the employer(Name and address of organization)

Name and signature of witness Date

CIDB registration number

1.1.3 Schedule of Deviations

1. Subject _____

Details _____

2. Subject _____

Details _____

3. Subject _____

Details _____

4. Subject _____

Details _____

By the duly authorized representatives signing this agreement, the employer and the BIDDER agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidder 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 bid documents and the receipt by the bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement

Signature

Name

Capacity

for the bidder:.....(Name and address of organization)

Name and signature of witness Date

CIDB registration number

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

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 from 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 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 Contract Data and General Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardized Specifications in the interpretation of any ambiguity or inconsistency between these documents.

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause 1.1.1.13:

The Defects Liability Period is 12 months.

Clause 1.1.1.14:

The time for achieving Practical Completion is 36 (Thirty Six) months, inclusive of the 7 day period referred to in Clause 5.3.3 below, and inclusive of non-working days referred to in Clause 5.8.1 below, but exclusive of special non-working days (Clause 5.8.1).

Clause 1.1.1.15:

The Employer is the WITZENBERG MUNICIPALITY, represented by the Manager: Water and Sewage and/or such other person or persons duly authorized thereto by the Employer in writing.

The name of the Employer is: WITZENBERG MUNICIPALITY
 COMMUNITY SERVICES – PINE FOREST RESORT

and is referred to in this Contract Document by the terms "Employer", "Witzenberg Municipality" or "Council" as the context provides.

Clause 1.2.1.2:

The address of the Employer is: Witzenberg Municipality
Physical address: Carson Street
CERES, 6835
Postal address: PO Box 44
CERES, 6835
E-mail address: janet@witzenberg.gov.za

Clause 1.1.1.16:

The name of the Employers Agent: Witzenberg Municipality.
All references to Engineer shall mean Employers Agent.

Clause 1.2.1.2:

The address of the Engineer is: Witzenberg Municipality

Physical address: Carson Street
CERES, 6835

Postal address: PO Box 44 CERES, 6835

E-mail address: janet@witzenberg.gov.za

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

Add the following clauses after Clause 1.1.1.34:

- 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 Engineer or delivered to the Contractor by the Engineer.
- 1.1.1.36 **“Letter of Notification”** means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Bid Adjudication Committee sent to all tenderers. The notification of the decision does not form part of the Employer’s Acceptance of the successful tenderers Offer and no rights shall accrue.

Clause 3.2.3:

The Engineer shall obtain the specific approval of the Employer before executing any of his functions or duties according to the following Clauses of the General Conditions of Contract:

1. Clause 3.3.1 Nomination of the Employers Agent
2. Clause 3.3.4 Employers Agent’s authority to delegate
3. Clause 5.8.1 Non-working times
4. Clause 5.11.2 Suspension of the Works
5. Clause 5.12.4 Acceleration instead of extension of time

Clause 4.3:

Add the following clause after Clause 4.3.2.:

4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated thereunder.

An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licenced Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor shall ensure that any letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

Clause 5.3.1:

The documentation required before commencement with Works execution is:

- 1) Health and Safety Plan (Refer to Clause 4.3)
- 2) Initial programme (Refer to Clause 5.6)
- 3) Security (Refer to Clause 6.2)
- 4) Insurance (Refer to Clause 8.6)
- 5) Occupational Health and Safety Agreement (T2.2 Schedule 11 of the Contract Document)
- 6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)

Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is 7 days.

Clause 5.4.2:

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.

Add the following clause after Clause 5.4.3:

5.4.4 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.

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

- 1) All gazetted public holidays falling outside the year end break.

The year-end break as promulgated by SAFCEC.

Clause 5.12.2.2:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature. 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.

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.

| Month | Expected Number of Working Days Lost as a Result of Normal Rainfall | Average Monthly Rainfall (mm) |
|--------------|--|--------------------------------------|
| January | 1 day | 21.9 |
| February | 1 day | 31.7 |
| March | 1 day | 38.2 |
| April | 1 day | 63.4 |
| May | 2 days | 148 |
| June | 6 days | 181.8 |
| July | 6 days | 171.4 |
| August | 6 days | 181.2 |
| September | 3 days | 89.7 |
| October | 3 days | 71.2 |
| November | 2 days | 42.3 |
| December | 1 days | 30.0 |
| TOTAL | 37 days | 1075.8 |

The claiming for delays for abnormal climatic conditions will be evaluated against the accumulative total of days allowed for 5.12.2.2 for the relevant contract period.

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 abnormal climatic conditions or for any other reason will be entertained.

Clause 5.13.1:

The penalty for failing to complete the Works is R5000.00 per calendar day.

Clause 5.16.3:

The latent defects period is 10 years

Clause 6.2.1:

The security to be provided by the Contractor shall be a performance guarantee of 7.5% of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3.

Clause 6.2.2:

Delete Clause 6.2.2 in its entirety.

Clause 6.2.3:

Delete Clause 6.2.3 in its entirety and replace with the following:

The Contractor shall ensure that the performance guarantee remains valid and enforceable until the Certificate of Completion of the Works is issued.

Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is 10%

Clause 6.8.2: (not applicable)

The contract price shall be subject to contract price adjustment and the rates and prices tendered in the Bills of Quantities, excluding that of special materials referred to in Clause 6.8.3 shall be subject to a fixed annual increase of 6%, the first increase being implemented 12 calendar months after the commencement date of the contract.

Clause 6.8.4:

Add the following to Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after 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.

Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is 80%.

Clause 6.10.3:

Add the following to Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to retention by the Employer of an amount of 10% of the said amounts due to the Contractor, with no limit. A guarantee in lieu of retention is not permitted.

Clause 6.10.4:

Add the following to clause 6.10.4:

Notwithstanding the above, the Employers Agent shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in the Scope of Work.

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is R 0.00 (Nil).

Clause 8.6.1.1.3:

The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is R0.00 (Nil).

Clause 8.6.1.3:

The limit of indemnity for liability insurance is R10 000 000.00 for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.1.5:

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
- c) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

- d) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.

Clause 8.6.6:

The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty.

Clause 9.2.1:

Add the following to Clauses after Clause 9.2.1.3.8:

9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

9.2.1.3.10 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 10.5.3:

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

ADDITIONAL CONDITIONS OF CONTRACT

Add the following clause after clause 10

Clause 11: Details to be confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Employers Agent.

Clause 12: Targeted procurement

The following additional conditions of contract are part of this contract:

- a) Failure by the Contractor to honour undertakings given or stated by him in his bid pertaining to Targeted Procurement shall be a reason for termination of this contract by the Employer.
- b) If the bid adjudication points awarded to the Contractor are later found to be based on incorrect or false information, or the conditions pertaining to the award of points are not met, the Contractor shall pay the Employer an amount equal to one and a half multiplied by the product of the number of falsely claimed bid adjudication points and the Bid Amount exclusive of VAT, divided by 100.

Clause 13: Employment of local labour and conditions of temporary employment

It is the intention that the local community be involved in this project and that a proportion of the labour employed on the contract shall be recruited from the Witzenberg Municipal Area.

A minimum of two (2) additional local labourers must be appointed from the Witzenberg Municipal Area for the duration of the contract.

The aims of this community involvement will be to offer members of the local community the opportunity to obtain temporary employment. It will also enable temporary workers to increase their level of experience and enhance their ability to secure future employment.

The construction is to be planned in such a way that those operations that can be done reasonably by means of hand labour are so carried out.

Although it is the intention that as many activities as possible be carried out by labour based methods, the Contractor may propose to the Employers Agent alternative ways in which the work is carried out. The Employers Agent's approval of these alternative methods will not be unreasonably withheld from the Contractor.

The Contractor shall submit detailed weekly labour returns to the Employers Agent indicating the numbers of temporary local personnel employed on the works and the activities on which they were engaged.

Proof of residence and copies of identity documents of the additional local labourers must be provided to the Employers Agent by the Contractor and attached to the weekly labour returns.

The following conditions of work shall complement the conditions of employment described above:

- a) Protective clothing shall be supplied to an employee in accordance with the requirements of the Occupational Health and Safety Act.
- b) Persons under the age of sixteen years shall not be permitted to work on this project.
- c) The Contractor must comply with the requirements of the current labour laws regarding the employment of temporary workers.

Part 2: Data provided by the Contractor

Clause 1.1.1.9:

The name of the Contractor is

Clause 1.2.1.2:

The address of the Contractor is

Physical Address:

Postal: Address:

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

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

Telephone: Fax:

email:

C1.3 Form of Guarantee

Contract No 08/2/16/31

WHEREAS **The Witzenberg Municipality** (hereinafter referred to as the Employer") entered into, a Contract with:

(hereinafter called "the Contractor") on the day of 20.....,

for.....

At

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS
has / have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and / or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the completion date of the works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the completion date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money.
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.
5. Our total liability hereunder shall not exceed the Guaranteed Sum of
.....Rand (in words); R(in figures)
6. The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. We hereby choose our address for the serving of all notices for all purposes arising here from as

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

IN WITNESS WHEREOF this guarantee has been executed by us at

on this day of 20

Signature

Duly authorized to sign on behalf of

Address

As witnesses: 1

.....

2

.....

Part C2: Pricing Data

C2.1 Pricing Instructions

C2.2 Schedule of Quantities

C2.3 Day work Schedule

C2.1 Pricing Instructions

The Schedule of Quantities consists of General descriptions of the project.
Prices must be fixed prices covering all the work in the Schedule of Quantities.

1. Rates and Prices

The prices to be inserted in the Schedule of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the various projects. Such prices 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 tender is based.

Bids will be evaluated and awarded according to clusters and not per item or delivery per town. It is compulsory for bidders to bid for all items within a cluster as set out in the pricing schedule. If not, the bid will be considered as non-responsive.

The bid will be evaluated and awarded according to the following clusters:

The quantities as indicated in the pricing schedule are estimated. The municipality reserves the right to increase or decrease the actual quantities as per its requirements.

Bidders must note that this is not a once off project and that the quantities provided are estimated over the period of the contract as and will be utilized as and when the municipality requires the service.

2. Method of Measurement and Payment

As per Bill of Quantities.

3. Descriptions, Directions and References

Descriptions and directions of materials to be used and works to be executed given in the Schedule of Quantities are for identification purposes only, are abbreviated and are not necessarily complete.

4. Nett Measurement

All work and quantities are subjected to re-measurement at completion of project.

5. Sales Tax and Surcharge

The bid rates and prices, including (where applicable) rates for Day work Items, shall include any relevant statutory surcharge(s) as applicable at the time of the closing of the bid, but exclude Value Added Tax (VAT).

6. Arithmetical Errors

Responsive bids will be checked for arithmetical errors and corrected in the following manner:

- a. Where there is a discrepancy between the amounts in figures and words, the amounts in words shall govern.
- b. If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c. Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

7. Rejection of Bid

A bid may be rejected if the price is, in the opinion of the Employer, obviously unreasonable, out of proportion high or low measured against the other tenders received. No reasons for rejection will be given other than the above.

8. **Use of the Schedule of Quantities**

Re-measurements will be allowed after completion and where additional work has been asked for.

9. **Entries**

The bidder shall make all entries in the Bill of Quantities in legible **BLACK INK**.

C2.2 Schedule of Quantities

| BILL OF QUANTITIES | | | | | | |
|------------------------------------|--|----------------|-----|------|--------|---|
| ITEM NO | DESCRIPTION | UNIT | QTY | RATE | AMOUNT | |
| 1 | REPAIR AND MAINTENANCE MONTANA SWIMMING POOL | | | | R | C |
| 1.1 | Re-lining of fiberglass | m ² | 175 | | | |
| 1.2 | Repair all damaged, corroded and uneven areas with a strong plaster (mix: 1 cement; 4 sand) and wood floated finish, complete | m ² | 175 | | | |
| 1.3 | Apply fiberglass lining to all defect swimming pool areas - Colour to be pool blue. Material, application etc. to comply with specification | m ² | 175 | | | |
| 1.4 | <u>Coping and paving</u> Re-install collapsed pavers, Compact and seal as per existing copings around the Swimming Pools. | Pc sum | 1 | | | |
| 1.5 | Repair leaking Water Pipe pvc 110mm in Pump room with fittings as per existing | M | 1 | | | |
| 1.6 | Replace 50mm pvc Pipe from suction to pump nr 1 in pump room with fittings as per existing | M | 15 | | | |
| 1.7 | Repair leaking Chlorine pipe with fittings | Pc sum | 1 | | | |
| 1.8 | Install Chlorine Pump (supplied) by Dennebos | Pc sum | 1 | | | |
| 1.9 | Seal fiberglass joints under copings with water sealant where new layer of fiberglass were installed | Pc sum | 1 | | | |
| | | | | | | |
| 2 | REPAIR AND MAINTENANCE PINE FOREST RESORT SWIMMING POOL | | | | R | C |
| 2.1 | Re-lining of fiberglass | m ² | 100 | | | |
| 2.2 | Repair all damaged, corroded and uneven areas with a strong plaster (mix: 1 cement; 4 sand) and wood floated finish, complete | m ² | 100 | | | |
| 2.3 | Apply fiberglass lining to all defect swimming pool areas - Colour to be pool blue. Material, application etc. to comply with specification | m ² | 100 | | | |
| 2.4 | <u>Coping and paving</u> Repair cracked and collapsed cement pavers with a strong plaster (mix: 1 cement; 4 sand) and wood floated finish, complete Compact and seal as per existing cement pavers around the Swimming Pools. | Pc sum | 1 | | | |
| 2.5 | Repair/replace leaking Water Pipe steel 200mm outside Pump room with 200mm Butterfly Taps and fittings as per existing | Pc sum | 1 | | | |
| 2.6 | Repair all leaks in pump room as per existing | Pc sum | 1 | | | |
| 2.7 | Supply and install Sub drainage pump next to big Pool as per existing | Pc sum | 1 | | | |
| TOTAL BID PRICE (INCL. VAT) | | | | | | |

I, the undersigned, do hereby declare that the above is a properly priced Schedule forming part of this Contract Document upon which my/our bid for Contract has been based.

DATE: SIGNATURE:
 On behalf of the BIDDER

C2.3 Day work Schedule

C2.3.1 General

Day work shall be deemed to be work (including stand-by time) and/or material which are measured and valued in terms of Time and Cost and the Day work Schedule shall only be used for the valuation of any additional or substituted work and/or material which cannot, in terms of Sub clause 37.2 of the General Conditions of Contract, conveniently be valued at rates and prices so far as possible consistent with rates and prices set out in the Schedule of Quantities.

The Engineer may order work on a day work basis and the Contractor shall execute such day work under Sub clause 37.2 of the General Conditions of Contract. Day work shall be measured and paid according to the prescriptions provided in the Standard System of Measurement of Civil Engineering Quantities. (Clause 21 of Chapter VII of QCE).

The fixed unit rates tendered in the Schedule of Quantities and/or the percentage allowance tendered or stated in the Day work Schedule (as the case may be) for addition to the actual Nett costs for Materials, Labour and mechanical Plant hire rates must provide for inclusion of all items and costs as detailed in Sub clauses 21.6 and 21.6 and 21.7 of Chapter VII of QCE. The said unit rates or the said actual costs plus percentage allowances must make out the total expenses of the Employer; provided always that, in respect of Labour and Plant it shall be applicable to such workmen and to such plant as should be available on the Site of Works for the due execution of the Works in terms of the Contract.

The percentage allowance to be added (if applicable) to actual Nett costs shall not be subject to price adjustment, but the unit rates tendered shall be subject to price adjustment in terms of the Conditions of Contract.

Should the Tenderer fail to complete any of the items listed below, this tender will be regarded as incomplete.

C2.3.2 Materials

The percentage allowance to be added to the actual nett cost of materials supplied and delivered will be 30%, unless otherwise tendered below.

| | | |
|----------|--|---------|
| Item DM. | Percentage allowance on Nett cost of MATERIALS supplied and delivered on Site: | _____ % |
|----------|--|---------|

C2.3.3 Labour

The percentage allowance to be added to the gross remuneration of workmen actually engaged will be 50%, unless otherwise tendered below.

| | | |
|----------|--|---------|
| Item DL. | Percentage allowance on gross remuneration of the workmen Actually engaged, i.e. LABOUR: | _____ % |
|----------|--|---------|

C2.3.4 Plant

The percentage allowance to be added to the actual Nett cost of mechanical plant at hire rates (according to preliminary agreement), will be 15% unless otherwise tendered below.

| | | |
|----------|---|---------|
| Item DP. | Percentage allowance on Nett costs of pre-agreed hire rates for PLANT | |
| | DP.1 Plant Working Time : | _____ % |
| | DP.2 Plant Stand-by Time: | _____ % |
| | DP.3 Transport of Plant: | _____ % |

DATE:.....SIGNATURE.....
On behalf of the BIDDER

Part C3: Scope of Work

C3.1 Description of Works

C3.2 Engineering

C3.3 Procurement

C3.4 Construction

C3.1 Description of Works

Employer's objective

The Employer's objectives are for the REPAIR AND MAINTENANCE TO MONTANA AND PINE FOREST SWIMMING POOLS.

The description of the project contained in the Scope of Work is merely an outline of the contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Descriptions of some of the major items are given in this section for each type of work to be carried out in accordance with the Contract is included in the Bill of Quantities.

Extent of the Works

This tender covers the various tasks and items needed to meet the objectives. Work items under this tender shall include any one or more of the following:

- Establishment on site
- Clearing of the site
- Earthworks
- Demolishing works
- Installation of various fencing and gates

Location of the Works

The sites are situated in Witzenberg administration area.

C3.2 Engineering

Not Applicable.

C3.2.1 Drawings

N/A

C3.3 Procurement

C3.3.1 Preferential Procurement Procedures

Preferential procurement information required from contractor (see T2: Returnable Schedules, schedule 12) must be completed in full and handed in with the bid.

C3.4 Construction

C3.4.1 Works Specification

PART 1: THE WORKS

PS 1 **GENERAL DESCRIPTION OF CONTRACT**

PS 1.1 **REPAIR AND MAINTENANCE TO MONTANA AND PINE FOREST SWIMMING POOLS**

PS 2 **SPECIFICATIONS**

| No. | Description | Compliance to specifications, mark in X YES column, if not X in NO column | | |
|----------|--|---|----|---|
| | | YES | NO | If compliant but slightly deviate: State deviation. (If not sufficient space, attached annexure of deviation) |
| 1 | REPAIR AND MAINTENANCE MONTANA SWIMMING POOL | | | |
| 1.1 | Re-lining of fiberglass | | | |
| 1.2 | Repair all damaged, corroded and uneven areas with a strong plaster (mix: 1 cement: 4 sand) and wood floated finish, complete | | | |
| 1.3 | Apply fiberglass lining to all defect swimming pool areas - Colour to be pool blue. Material, application etc. to comply with specification | | | |
| 1.4 | Coping and paving | | | |
| 1.5 | Repair leaking Water Pipe pvc 110mm in Pump room with fittings as per existing | | | |
| 1.6 | Replace 50mm pvc Pipe from suction to pump nr 1 in pump room with fittings as per existing | | | |
| 1.7 | Repair leaking Chlorine pipe with fittings | | | |
| 1.8 | Install Chlorine Pump (supplied) by Dennebos | | | |
| 1.9 | Re-install collapsed pavers, Compact and seal as per existing copings around the Swimming Pools. | | | |
| 1.10 | Seal fiberglass joints under copings with water sealant around all Pools | | | |
| 2 | REPAIR AND MAINTENANCE PINE FOREST resort swimming POOL | | | |
| 2.1 | Re-lining of fiberglass | | | |
| 2.2 | Repair all damaged, corroded and uneven areas with a strong plaster (mix: 1 cement: 4 sand) and wood floated finish, complete) | | | |
| 2.3 | Apply fiberglass lining to all defect swimming pool areas - Color to be pool blue. Material, application etc. to comply with specification | | | |
| 2.4 | Coping and paving | | | |
| 2.5 | Repair/replace leaking Water Pipe steel 200mm outside Pump room with Pvc pipe and 200mm Butterfly Tap and fittings as per existing | | | |
| 2.6 | Repair all leaks in pump room as per existing | | | |
| 2.7 | Supply and install Sub drainage pump next to big Pool as per existing | | | |
| 2.8 | Repair cracked and collapsed cement pavers with a strong plaster (mix: 1 cement; 4 sand) and wood floated finish, complete Compact and seal as per existing cement pavers around the Swimming Pools. | | | |
| 2.9 | All drainage and outlet pipes must be in working order when installations and repairs are done | | | |
| | | | | |

WITZENBERG MUNICIPALITY
 FINANCIAL DIRECTORATE, PROCUREMENT UNIT
CONTRACT 08/2/16/31
REPAIR AND MAINTENANCE TO MONTANA AND PINE FOREST SWIMMING POOLS

| 3 | METHOD | | | |
|------|---|--|--|--|
| 3.1 | Lay-up with 1 layer of A Grade 450g Chop strand Matt and 1 Layer of Surface tissue with pigment resin. | | | |
| 3.2 | Fiberglass sides to top of copings and seal joints. | | | |
| 3.3 | Sand entire defect areas with sander for sharp edges and remove all dust and debris. | | | |
| 3.4 | Reflow coat swimming pool; Pool blue (Similar to Blue Lagoon pool paint as existing) | | | |
| 3.5 | Walk the pool for any imperfections and rectify. | | | |
| 3.6 | Cut open & Seal all joints and cracks with bonding paste. Wipe bonding paste with acetone. | | | |
| 3.7 | Repair damaged, corroded and uneven areas with a strong plaster mix (mix: 1 cement; 4 sand) (Wood floated finish) | | | |
| 3.8 | Repair damaged cement paving where needed with strong plaster mix as per existing. (1 cement x 4 sand) | | | |
| 3.9 | All contraction and expansion joints need to be grind and fiberglass on each side of joint and fill with Sikaflex. | | | |
| 3.10 | All plaster needs to be washed with acid to neutralize the acid in the cement so that the fiberglass resin can bond with plaster. | | | |
| 3.11 | Bidder must make sure all cement is dry properly before applying fiberglass, Prevent fiberglass from lifting from cement. | | | |
| 3.12 | Fill and test pool for water tightness | | | |
| 3.13 | All material, equipment and extras must be included. | | | |
| 3.14 | Guarantee of 1 year workmanship. | | | |

SPECIAL CONDITIONS OF CONTRACT

1. Bidder must provide guarantee of workmanship of at least 12 months from date of completed installation. (Proof to be attached)

Part C4: Site Information

C4.1 Scope

The Contract entails the REPAIR AND MAINTENANCE TO MONTANA AND PINE FOREST SWIMMING POOLS

C4.2 Access to Site

Access to the sites is via the existing roads. The contractor shall make his own arrangements with the authorities and private parties to get access to the possible fenced-in sites of which the gates are normally locked.

C4.3 Topography

The topography of the sites varies from site to site. The contractor must familiarize himself with the site conditions.

C4.4 Climate

The general weather conditions are typical of that in the Western Cape area. Rainfall data was obtained from the Directorate Weather Bureau for rainfall station 42/532 A: Ceres and is presented in Sub clause 47.5 of the Special Conditions of Contract.

C4.5 Nature of Ground and Subsoil Conditions

No specific investigations have been conducted to determine subsoil conditions. High water table exists during winter/rainy months. The contractor must familiarize himself with the site conditions.

Appendix A –Site Locality Plan

Appendix B -Drawing
