



QUOTATION NO. SC ??????

CONTRACT DOCUMENT

FOR THE

**REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT
HERMANUS SOLID WASTE TRANSFER STATION**

ISSUED BY:

**THE DIRECTOR: INFRASTRUCTURE AND PLANNING
OVERSTRAND MUNICIPALITY
P O Box 20
HERMANUS
7200**

PREPARED BY:

**JAN PALM CONSULTING ENGINEERS CC
PO BOX 931
BRACKENFELL
7560**

MAY 2010

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

**REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID
WASTE TRANSFER STATION**

GENERAL QUOTATION INFORMATION

QUOTATION ADVERTISED	:	Friday, 7 May 2010
ESTIMATED CIDB CONTRACTOR GRADING	:	1CE or higher
CLARIFICATION MEETING	:	None
CLOSING DATE	:	Friday, 14 May 2010
CLOSING TIME	:	12h00
CLOSING VENUE	:	Tender Box 35 at the Municipal Office, Mangolia Avenue, Hermanus.
TENDER BOX 35	:	The Tender Documents (which includes the Form of Offer and Acceptance) completed in all respects, plus any additional supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the tender No. and title, the tender box No. and the closing date indicated on the envelope. The sealed envelope must be inserted into the appropriate official tender box before closing time. The onus remains with the tenderer to ensure that the tender is placed in the correct tender box.

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

**REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID
WASTE TRANSFER STATION**

Contents	
Number	Heading
The Quotation	
Part Q1: Quoting procedures	
Q1.1	Quotation Notice and Invitation to Quote
Part Q2: Returnable documents	
Q2.1	List of Returnable Documents
Q2.2	Returnable Schedules
The Contract	
Part C1: Agreements and Contract Data	
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Form of Guarantee
C1.4	Occupational Health and Safety Agreement
Part C2: Pricing data	
C2.1	Pricing Instructions
C2.2	Bills of Quantities
Part C3: Scope of Work	
C3.1	Description of the Works
C3.2	Engineering

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE TRANSFER STATION

Q1.1 Quotation Notice and Invitation to Quote

Quotations are hereby invited for :QUOTATION NO. SC ?????

Documents, in English, are obtainable at the offices of Overstrand Municipality at Hermanus Administration-Me Heather Appel, tel. 028 313 8135 and Kleinmond Administration- Mr Tholen Oppelt 028 271 8404 between 08:00 and 15:30.

*Alternatively the documents can be downloaded free of charge from our website:
www.overstrand.gov.za.*

Sealed quotations, with "QUOTATION NO. SC ?????: ".REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS AND KLEINMOND SOLID WASTE TRANSFER STATION." clearly endorsed on the envelope, must be deposited in Tender Box No **35** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.

The closing date and time is on **14 May 2010** at 12h00 and will be opened in public as soon as possible thereafter in the Committee Room, Hermanus Administration.

Quotations must be registered with the CIDB in a 1CE class of construction works.

Quotations must be valid for thirty (30) days after the closing date

The Overstrand Municipality does not bind itself to accept the lowest or any quotation and reserves the right to accept any quotation, as it may deem expedient. Quotations are subject to the Standard Conditions of Tender, the Preferential Procurement Regulations of 2001 and the Supply Chain Management Policy of the Overstrand Municipality.

Please contact Johan Genis at the following number (021 982 6570) for any technical information needed.

FIRST TECHNICIAN : JOHAN VAN TAAK
DIRECTORATE: INFRASTRUCTURE AND PLANNING
HERMANUS ADMINISTRATION

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE TRANSFER STATION

Q2.1 List of Returnable Documents

The Bidder must complete the following Returnable Documents:

1. Returnable Schedules required for quotation evaluation purposes

	Pages
1: DECLARATION OF INTEREST	5 – 7
2: PREFERENCING SCHEDULES	8 - 22
3: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	23 - 24
4: CONFIRMATION OF CIDB REGISTRATION	25
5: CONFIRMATION OF MUNICIPAL SUPPLY DATABASE REGISTRATION	26
6: TAX CLEARANCE CERTIFICATE	27 - 29
7: SCHEDULE OF WORK EXPERIENCE	30 - 31
8: SCHEDULE OF CONSTRUCTION PLANT	32 - 33
9: SCHEDULE OF SUBCONTRACTORS	34
10: HEALTH AND SAFETY PLAN.....	35

2. Other documents required for quotation evaluation purposes

- An original valid Tax Clearance Certificate issued by the South African Revenue Service –append to Schedule 6.
- Documentary evidence/proof of registration and verification on Municipal Supplier Database - append to Schedule 5.
- A certificate of Contractor Registration issued by the Construction Industry Development Board - append to Schedule 4.

3. C1.1 The offer portion of the C1.1 Form of Offer and Acceptance

4. Contract Data (Part 2)

5. C2.2 Bills of Quantities

NB: TENDERERS MUST COMPLETE THESE SCHEDULES/DATA SHEETS/FORMS IN **BLACK INK**

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE TRANSFER STATION

SCHEDULE 1 : DECLARATION OF INTEREST

MBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:.....
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, shareholder etc):.....
 - 2.4 Company Registration Number:.....
 - 2.5 Tax Reference Number:.....
 - 2.6 VAT Registration Number:.....

* "State" means –

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

Name of state institution to which the person is connected:.....

Position occupied in the state institution:.....

Any other particulars:

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

2.8 Did you or your spouse, or any of the company's directors / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

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

DECLARATION

I, THE UNDERSIGNED (NAME).....

.....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE TRANSFER STATION

SCHEDULE 2: PREFERENCING SCHEDULES

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

PURCHASES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF EQUITY OWNERSHIP BY HISTORICALLY DISADVANTAGED INDIVIDUALS (HDIs), AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

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 R500 000; and
- the 90/10 system for requirements with a Rand value above R500 000.

2. The value of this bid is estimated to not exceed R500 000 and therefore the 80/20 system shall be applicable.

3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS	
1. Historically Disadvantaged Individuals:	
2. who had no franchise in national elections before the 1983 and 1993 Constitutions	4
(ii) who is a female	2
(iii) who has a disability	2
(b) Other specific goals (goals of the RDP- plus local manufacture)	
(i) Promotion of small businesses (MBD 6.3)	4
(ii) Local tenderers MBD 6.9 (Western Cape Province)	2 or
(iii) Local tenderers MBD 6.10 (Overberg Region)	4 or
(iv) Local tenderers MBD 6.11 (Overstrand Municipality)	8

Total points for Price, HDIs and other RDP-goals must not exceed 100

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2 (b) above.

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5. 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. GENERAL DEFINITIONS

- 2.1 **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2 **“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, works or services.
- 2.3 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 3.8 **“Contract”** means the agreement that results from the acceptance of a bid by an organ of state.
- 2.6 **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1 In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen
- (1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution”); and/or
 - (2) who is a female; and/or
 - (3) who has a disability:
- provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;

- 2.11 **“Management”** means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12 **“Owned”** means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13 **“Person”** includes reference to a juristic person.
- 2.14 **“Rand value”** means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15 **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16 **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17 **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18 **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1 Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2 Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder obtaining the highest number of points will be awarded the contract.
- 4.2 Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3 Points scored will be rounded off to 2 decimal places.
- 4.4 In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

5.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

6. Points awarded for historically disadvantaged individuals

- 6.1 In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where

NEP = Points awarded for equity ownership by an HDI
 NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category
 EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

- 6.2 Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3 Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4 Listed companies and tertiary institutions do not qualify for HDI preference points.
- 6.5 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 6.6 A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID DECLARATION

- 7.1 Bidders who claim points in respect of equity ownership must complete the Bid Declaration at the end of this form.

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.9.

	Ownership	Percentage owned	Points claimed
8.1	Equity ownership by persons who had no franchise in the national elections	%
8.2	Equity ownership by women	%
8.3	Equity ownership by disabled persons*	%

* If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)

.....

9. DECLARATION WITH REGARD TO EQUITY

9.1 Name of firm :

9.2 VAT registration number :

9.3 Company registration number :

9.4 TYPE OF FIRM

Partnership
One person business/sole trader
Close corporation
Company
(Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

State where business is situated:

Registered Account No:

Stand No:

9.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS?

9.9 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

Name	Date/Position occupied in Enterprise	ID Number	Date RSA Citizenship obtained	* HDI Status			% of business / enterprise owned
				No franchise prior to elections	Women	Disabled	

*Indicate YES or NO

9.10 Consortium / Joint Venture

9.10.1 In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.9)	Percentage (%) of the contract value managed or executed by the HDI member

9.10 I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, indicated in paragraph 8 of the foregoing certificate, qualifies the firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is 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 paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - (b) 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;

WITNESSES:

1

2

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

DATE:.....

ADDRESS:.....

.....

.....

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2001
PROMOTION OF SMALL BUSINESSES**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001

1. Regulation 17 (3) (c) of the Preferential Procurement Regulations makes provision for the promotion of small businesses within the preference point systems.

2. SPECIFIC GOAL POINTS ALLOCATED

The promotion of small businesses as defined in the National Small Business Act, 1996 (Act 102 of 1996).**4**.....

3. BID DECLARATION

Bidders who wish to claim points in respect of this goal must complete paragraph 5 below.

4. POINTS CLAIMED

Indicate whether the points allocated for this goal is claimed. Yes / No

5. INFORMATION FURNISHED WITH REGARD TO THE PROMOTION OF SMALL BUSINESSES

5.1 Indicate whether the company is a small, medium or micro enterprise as defined by the National Small Business Act, 1996 (Act 102 of 1996). Yes / No

5.1.1 If the response to paragraph 5.1 is yes, the following must be completed:

5.1.1.1 Sector or sub-sector in accordance with the Standard Industrial Classification

5.1.1.2 Size or class

5.1.1.3 Total full-time equivalent of paid employees

5.1.1.4 Total annual turnover

5.1.1.5 Total gross asset value (fixed property excluded)

5.1.1.6 Points claimed hereunder must be based on value added, excluding profit and overheads but including and not limited to local manufacture, packaging and distribution to this specific bid.

5.1.1.7 The purchaser shall indicate the different categories of percentage value added as well as the points allocated for each category. These categories may vary from industry to industry. The bidder is compelled to indicate for which category he/she is bidding and the relevant preference points claimed.

Percentage Value Added	Points Allocated	Points Claimed
1.0 – 1.5%	0.5	
1.6 – 2.0%	1	
> 2.0%	2	

5.1.1.8 Please furnish details of value added:

.....
.....

5.1.1.9 If required, the information supplied above must be substantiated by an external auditors certificate and the relevant documentation.

5.2 Indicate whether the company is actively involved in the promotion of small businesses, as defined in the National Small Business Act, 1996 (Act 102 of 1996), by subcontracting/ outsourcing any of the business functions of the company to local small businesses *inter alia* manufacturing, packaging, distribution etc. Yes / No

a) If the response in paragraph 5.2 is yes, paragraphs 5.1.1.1 to 5.1.1.5 as well as the following must be completed:

5.2.1.1 Specific business function(s) subcontracted/outsourced

5.2.1.2 Name of small business

5.2.1.3 Address and telephone number of small business as well as contact person

.....
.....

5.2.1.4 Points claimed hereunder must be based on outsourced business to small businesses as a percentage of annual turnover for the previous financial year(s).

Percentage of Turnover	Points Allocated	Points Claimed
1.0 – 1.5%	0.5	
1.6 – 2.0%	1	
> 2.0%	2	

5.2.1.5 If required information supplied above must be substantiated by an external auditors certificate and the relevant documentation.

5.3 Total points claimed under par. 5.1.1.7 and 5.2.1.4 will not exceed the maximum of ...4..... points allocated for this specific goal.

6. BID DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm declare that points claimed, based on promotion of small, medium or micro enterprises, qualifies the firm for the point(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- (iii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

- (a) recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
- (b) 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;

WITNESSES:

1

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

2.

DATE:

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2001
PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC PROVINCE**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

- 1 Regulation 17(3) (e) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.
- 2 The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the **Western Cape Province**. This includes an enterprise whose head office may be situated in another province, but has established a fully-fledged branch within the Province. Enterprises located outside the borders of the Province and who only appoint agents and/or commission warehouses in the Province are expressly excluded from claiming points for this goal.

SPECIFIC GOAL

POINTS ALLOCATED

The stimulation of the Provincial economy by procuring locally**2**.....

- 3 Preference points may only be claimed by enterprises located within the borders of the **Western Cape Province**. (See paragraph 2 above).

4. BID DECLARATION

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

5. POINTS CLAIMED

Bidder to indicate whether the point(s) allocated for enterprises situated within the borders of the **Western Cape Province** is/are claimed. Yes / No

6. DECLARATION WITH REGARD TO LOCALITY

State full particulars of locality of enterprise as well as that of Head Office:

Address of local enterprise: Physical:

Postal:.....

.....

Telephone: Fax:

Address of Head Office: Physical:
.....

Postal:.....

.....

Telephone: Fax:.....

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
 - (b) 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;

WITNESSES:

1.

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

2.

DATE:

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2001
PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC REGION**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

1 Regulation 17(3) (f) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific region for work to be done or services to be rendered in that region.

2 The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the **Overberg Region** of the Western Cape Province. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this Region. Enterprises located outside the borders of this Region and who only appoint agents and/or commission warehouses in this Region are expressly excluded from claiming points for this goal.

SPECIFIC GOAL**POINTS ALLOCATED**

The stimulation of the Provincial economy by procuring locally from enterprises located in the **Overberg Region**

.....**4**.....

3 Preference points may only be claimed by enterprises located within the **Overberg Region**. (See paragraph 2 above).

4 BID DECLARATION

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

5 POINTS CLAIMED

Bidder to indicate whether the point(s) allocated for enterprises situated within the **Overberg Region** is/are claimed.

Yes /

No

6 DECLARATION WITH REGARD TO LOCALITY

State full particulars of locality of enterprise as well as that of Head Office:

Address of local enterprise: Physical:

.....

Postal:.....

.....

Telephone:

Fax:

Address of Head Office: Physical:

.....

Postal:.....

.....

Telephone:

Fax:

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
 - (b) 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;

WITNESSES:

1.

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

2.

DATE:

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT
REGULATIONS 2001
PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC MUNICIPAL AREA**

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES SPECIFIED IN CLAIM FORM MBD 6.1 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2001.

- 1 Regulation 17(3) (g) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area.
- 2 The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the **Overstrand Municipality**. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this municipal area. Enterprises located outside the borders of this Municipality and who only appoint agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

	SPECIFIC GOAL	POINTS
	ALLOCATED	
	The stimulation of the local economy by procuring from enterprises located within the borders of the Overstrand Municipality8.....
3	Preference points may only be claimed by enterprises located within the Overstrand Municipality . (See paragraph 2 above).	
4	BID DECLARATION	
	Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.	
5	POINTS CLAIMED	
	Bidder to indicate whether the point(s) allocated for enterprises situated within the Overstrand Municipality is/are claimed.	Yes / No
6	DECLARATION WITH REGARD TO LOCALITY	
	State full particulars of locality of enterprise as well as that of Head Office:	
	Physical:	
	Postal:.....	
	
	Telephone: Fax:	
	Municipal Account No: Stand No:	
	Address of Head Office: Physical:	
	
	Postal:.....	
	
	Telephone: Fax:.....	

Municipal Account No: Stand No:.....

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
 - (b) 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.

WITNESSES:

1.

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

2.

DATE:

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE TRANSFER STATION

SCHEDULE 3 : DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	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

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

**REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE
TRANSFER STATION**

SCHEDULE 4: CONFIRMATION OF CIDB REGISTRATION

CIDB Contractor Registration

I/We confirm my/our registration with the Construction Industry Development Board (CIDB) details of which are as follows:

COMPANY NAME	CIDB REGISTRATION NO.	CONTRACTOR GRADING DESIGNATION

Where a tenderer satisfies CIDB Contractor grading designation requirements through the formation of a joint venture, details of each party to the joint venture shall be submitted.

The information provided above shall be verified by the Employer.

SIGNED ON BEHALF OF TENDERER:

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

**REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE
TRANSFER STATION**

**SCHEDULE 5: CONFIRMATION OF OVERSTRAND MUNICIPALITY SUPPLY DATABASE
REGISTRATION**

I/We understand that in terms of the Employer's Procurement Policy, tenderers are required to be registered and verified on the Municipality's Supplier Database and failure to do so will result in the non-allocation of evaluation points for preference.

Registration as Service Provider on the Municipality's Supplier Database

I/We hereby confirm my/our registration on the Municipality's Supplier Database and claim any evaluation points for preference as may be applicable in terms of such registration:

COMPANY NAME	REGISTERED YES/NO	REGISTRATION NUMBER IF APPLICABLE

Tenderers who are not registered and verified on the Municipality's Supplier Database are not precluded from submitting tenders and quotations, but must be registered and verified before the closing date in order to qualify for preference points. Contracts will not be **concluded** with tenderers who are not registered and verified on the Municipality's Supplier Database.

In this regard it is the sole responsibility of tenderers to ensure that this requirement is complied with. In the case of Joint Venture Partnerships this requirement will apply to each party to the Joint Venture.

SIGNED ON BEHALF OF TENDERER:

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE TRANSFER STATION

SCHEDULE 6 : TAX CLEARANCE CERTIFICATE

An **original** valid Tax Clearance Certificate from the South African Revenue Service (SARS) shall be attached to this Schedule or proof that the tenderer has made arrangements with SARS to meet his or her outstanding tax obligations.

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

SIGNED ON BEHALF OF TENDERER:

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)		
Trading name (if applicable)		
ID/Passport no	Company/Close Corp. registered no	
Income Tax ref no	PAYE ref no	7
VAT registration no	SDL ref no	L
Customs code	UIF ref no	U
Telephone no	Fax no	
E-mail address		
Physical address		
Postal address		

Particulars of representative (Public Officer/Trustee/Partner)

Surname		
First names		
ID/Passport no	Income Tax ref no	
Telephone no	Fax no	
E-mail address		
Physical address		

Tender number	<input type="text"/>
Estimated Tender amount	R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/>
Expected duration of the tender	<input type="text"/> <input type="text"/> <input type="text"/> year(s)

Particulars of the 3 largest contracts previously awarded					
Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

YES	NO
-----	----

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

- -

Date

Name of representative/agent

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Name of applicant/
Public Officer

C

C

Y

Y

—

M

M

—

D

D

Date

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

**REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE
TRANSFER STATION**

SCHEDULE 7 : SCHEDULE OF WORK EXPERIENCE

The tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

COMPLETED CONTRACTS				
EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	NATURE OF WORK	VALUE OF WORK R(m)	DATE COMPLETED

CURRENT CONTRACTS				
EMPLOYER (NAME, TEL No. AND FAX No.)	CONSULTING ENGINEER (NAME, TEL No. AND FAX No.)	NATURE OF WORK	VALUE OF WORK R(m)	ANTICIPATED COMPLETION DATE

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

**REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE
TRANSFER STATION**

SCHEDULE 8 : SCHEDULE OF CONSTRUCTION PLANT

The tenderer shall state below what construction plant will be available for this Contract. The tenderer shall differentiate, if applicable, between construction plant immediately available and construction plant which will become available by virtue of outstanding orders, and indicate what further construction plant will be acquired or hired for the work should he be awarded the Contract.

F1: CONSTRUCTION PLANT IMMEDIATELY AVAILABLE

DESCRIPTION, SIZE, CAPACITY	NUMBER

F2: CONSTRUCTION PLANT ON ORDER

(State details of arrangements made, with delivery dates)

DESCRIPTION, SIZE, CAPACITY	NUMBER

F3: CONSTRUCTION PLANT THAT WILL BE ACQUIRED OR HIRED

(State details of delivery arrangements)

DESCRIPTION, SIZE, CAPACITY	NUMBER

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE TRANSFER STATION

SCHEDULE 9 : SCHEDULE OF SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Engineer.

SUBCONTRACTORS			
Category/type	Subcontractor Name/Address/Contact Person/Phone/Fax/Details Of Organisation/Firm Experience	Items of work (pay items) to be undertaken by the Subcontractor	Estimated Cost of Work (Rand)
TOTAL (Excluding VAT)			

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE TRANSFER STATION

SCHEDULE 10: HEALTH AND SAFETY PLAN

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer 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.

In this regard the tenderer shall prepare and attach a Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

- (1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- (2) Contractor's induction training programme for employees, sub-contractors and visitors to the Site.
- (3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- (4) Regular monitoring procedures to be performed.
- (5) Regular liaison, consultation and review meetings with all parties.
- (6) Site security, welfare facilities and first aid.
- (7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract also comply with the above requirements.

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the Health and Safety Plan for the contract.

Details of the Health and Safety Plan shall be appended to this Schedule.

Number of sheets, appended by the tenderer to this Schedule (If nil, enter NIL).

SIGNED ON BEHALF OF TENDERER:

Part C1: Agreements and Contract Data

	Pages
C1.1 Form of Offer and Acceptance (Agreement).....	37 - 40
C1.2 Contract Data.....	41 - 47
C1.3 Form of Guarantee	48 - 49
C1.4 Occupational Health and Safety Agreement.....	50 - 51

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

**REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID
WASTE TRANSFER STATION**

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

**CONTRACT NO. SC ?????: REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS
SOLID WASTE TRANSFER STATION**

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

Rand.
..... (in words);
R (in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

Signature(s)
Name(s)
Capacity

for the tenderer

(Name and
address of
organization/tenderer)

Name and
signature
of witness Date

Acceptance

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

The terms of the contract are contained in:

- Part C1: Agreements and contract data (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work
- 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 tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

**for the
Employer** OVERSTRAND MUNICIPALITY
Magnolia Avenue
HERMANUS

Name and
signature
of witness

Date

Schedule of Deviations

Notes:

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

1 Subject	
Details	
.....	
.....	
.....	
2 Subject	
Details	
.....	
.....	
.....	
3 Subject	
Details	
.....	
.....	
.....	
4 Subject	
Details	
.....	
.....	
.....	

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

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

For the Tenderer:

Signature(s)
Name(s)
Capacity

(Name and address of organization)
.....

Name and signature of witness Date

For the Employer:

Signature(s)
Name(s)
Capacity

(Name address of organization) OVERSTRAND MUNICIPALITY
Magnolia Avenue
Hermanus
.....

Name and signature of witness Date

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE TRANSFER STATION

C1.2 Contract Data

Part 1: Contract Data provided by the Employer

GENERAL CONDITIONS OF CONTRACT

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (First Edition) 2004

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.

CONTRACT SPECIFIC DATA

The following contract specific data are applicable to this Contract:

Clause 1.1.14:

The **Employer** is the OVERSTRAND MUNICIPALITY, represented by the **DIRECTOR: INFRASTRUCTURE AND PLANNING** and/or such other person or persons duly authorised thereto by the Employer in writing.

The name of the Employer is: OVERSTRAND MUNICIPALITY

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

Clause 1.1.15:

The **Engineer**, referred to in the documents, is any member of Jan Palm Consulting Engineers CC.

The name of the Engineer is: Mr JG Palm

Clause 1.1.19:

Replace with the following:

“Scope of Work” means the document(s) containing the Standard Specifications, the Project/Particular Specifications and the Drawings, that specifies and describes the Works, which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be performed.

Add the following clauses after Clause 1.1.24:

- 1.1.25 **“Drawings”** means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) 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.
- 1.1.26 **“Letter of Notification”** means the letter 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 tenderer's Form of Offer and no rights shall accrue.

Clause 1.2.2:

The address of the Employer is: Magnolia Avenue
Hermanus
7200

The address of the Engineer is: 60 Bracken Street
Brackenfell
7560

Clause 1.6 and Clause 38:

The special non-working days are all gazetted public holidays falling outside the year end break.

Clause 1.6:

The year end break commences on 20 December 2010 and ends on 7 January 2011, both dates inclusive.

Clause 2.3:

The Engineer is required to obtain the specific approval of the Employer before executing any of the following functions or duties:

1. Delegation of Engineer's authority in terms of Clause 2.7.
2. Authorizing the Contractor to repair and make good excepted risks in terms of Clause 32.2.2.
3. The issuing of a variation order in terms of Clause 36.2.
4. Issuing of instructions to carry out work on a day work basis in terms of Clause 37.1.4.
5. Granting permission to work during non-working times in terms of Clause 38.1.
6. Suspend the progress of the works in terms of Clause 39.1.
7. The issuing of an instruction to accelerate progress in terms of Clause 40.3.
8. The approval of any extension of time for completion in terms of Clause 42.2.
9. The reduction of a penalty for delay in terms of Clause 43.2.
10. The determination of additional or reduced costs arising from changes in legislation in terms of Clause 46.4.
11. The agreeing of an extension to the 28 day period in terms of Clause 48.5.1.

Clause 4.5:

Add the following clauses after Clause 4.5.2:

- 4.5.3 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 there under.

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 or a Licensed Compensation Insurer within fourteen **(14) days** after the Commencement Date. The Site will not be handed over to the Contractor until the Employer has both the completed agreement and the letter of good standing. The Contractor shall ensure that the letter of good standing shall be timeously renewed in order that it remains in full force for the duration of the Contract.

- 4.5.4 The Contractor shall provide proof to the Employer, within **14 days** from the Commencement Date, that he has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.

Clause 7:

The time to deliver the Guarantee is within **14 days** of the Commencement Date.

The Form of Guarantee shall contain the wording of the document included in C1.3.

The liability of the guarantee shall be for **10%** of the Contract Price.

Clause 10:

The Contractor shall commence executing the Works within **14 days** from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the Form of Guarantee and required insurances and other specified items have been submitted and approved.

Clause 11.1.2:

Add the following clause after Clause 11.1.2:

- 11.1.3 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. The Contractor shall also provide at his own cost any additional facilities outside the Site required by him for the purposes of the Works.

Clause 12.2:

The Contractor shall deliver his programme of work within **14 days** from the Commencement Date.

Clause 35.1.1.2.2:

The value of the materials supplied by the Employer to be included in the insurance sum is **R0.00 -Nil**.

Clause 35.1.1.2.3:

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

Clause 35.1.3:

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 35.1.4:

Additional insurances:

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

Clause 35.6:

The Contractor shall within **14 days** from the Commencement Date produce to the Employer the relevant Policy or Policies of Insurance.

Clause 42.1:

The Works shall be completed within **3 (three) weeks**, exclusive of special non-working days and the year end break and **inclusive** of the 14 day period referred to in Clause 10 above.

Clause 42.3.2:

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 shall be granted in accordance with the provisions of that Clause.

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.

January	2 days
February	2 days
March	2 days
April	2 days
May	2 days
June	4 days
July	4 days
August	4 days
September	4 days
October	2 days
November	2 days
December	2 days

Claims for delays for abnormal climatic conditions shall be accompanied by substantiating facts and evidence, which shall be submitted timeously as each day or half-day delay is experienced.

Should an extension of time be granted by the Engineer such extension of time will be added to the time for completion or set against any over-provision that may have occurred in the abovementioned schedule.

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 42.4:

Add the following to Clause 42.4:

The cost of time related general items will be calculated on the basis of the number of weeks stated in Clause 42.1 less the 14 days period referred to therein.

Clause 43.1:

The penalty for failing to complete the Works is **R2 000.00** per calendar day.

Clause 46.2:

Add the following to Clause 46.2:

The Contract Price shall **not** be subject to any contract price adjustment and the rates and prices tendered in the bill of quantities shall be final and binding throughout the period of the Contract.

Notwithstanding the above, if special materials are specified in Part 2 of the Contract Data then the provisions of Clause 46.3 of the General Conditions of Contract shall apply to such special materials.

Furthermore if, as a result of any extension of time granted, the duration of the contract period exceeds one year, the contract will automatically be subject to contract price adjustment for that period by which the extended contract period exceeds such one year.

Where applicable, in terms of the foregoing, the value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

The value of "x" is 0,15.

The values of the coefficients are:

a = 0,15 b = 0,65 c = 0,15 d = 0,05

The urban area nearest the Site is Western Cape – other urban areas.

The base month is **April 2010**.

Clause 49.1.5:

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

Clause 49.3:

The percentage retention on the amounts due to the Contractor is **10% (no limit)**.

Clause 49.6:

A guarantee in lieu of retention is **not** permitted.

Clause 53.1:

The Defects Liability Period is **12** months.

Add the following clauses after Clause 55.1.9:

55.1.10 The Contractor fails to provide the required Guarantee and insurances within the prescribed time.

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

55.1.12 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 58.2:

Dispute resolution shall be by mediation.

ADDITIONAL CONDITIONS OF CONTRACT

The additional Conditions of Contract are:

Clause 59: Contractor to provide everything necessary

The Contractor is to provide all labour, material, workmanship, machinery, and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

Clause 60: 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 Engineer.

Part 2: Data provided by the Contractor

Clause 1.1.8:

The name of the Contractor is

Clause 1.2.2:

The address of the Contractor is

Physical: Postal:

Address Address

.....
.....

Telephone : Fax:

email :

Clause 46.3: Variation in the cost of special materials

SPECIAL MATERIALS		
Each material dealt with as a special material in terms of Clause 4 of the Contract Price Adjustment Schedule of the General Conditions of Contract is stated in the list below. The provisions of Clause 46.3 of the General Conditions of Contract shall apply to such special materials. The rates and prices for the special materials shall, unless otherwise specified, be furnished by the tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. Only those materials listed by the employer below shall be considered as special materials.		
Special Material	Unit	Current Rate or Price
None		
When called upon to do so, the tenderer shall substantiate the above rates or prices with acceptable documentary evidence.		

SIGNED ON BEHALF OF TENDERER:

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

**REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID
WASTE TRANSFER STATION**

C1.3 Form of Guarantee

TENDER NO. SC ?????

WHEREAS the **OVERSTRAND MUNICIPALITY**
(hereinafter referred to as the Employer") entered into, a Contract with:

.....
(hereinafter called "the Contactor") on the day of20.....,
for the **REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE
TRANSFER STATION.**

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

Guarantor's seal or stamp

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

**REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID
WASTE TRANSFER STATION**

C1.4 Occupational Health and Safety Agreement

**AGREEMENT MADE AND ENTERED INTO BETWEEN THE OVERSTRAND 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 thereunder.

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 aton the.....day of.....20....

Witness

Mandatory

Signed at on the.....day of.....20

Witness

for and on behalf of
Overstrand 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 2003.
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 familiarises 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.

Part C2: Pricing Data

	Pages
C2.1 Pricing Instructions	53
C2.2 Bills of Quantities.....	54 - 61

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE TRANSFER STATION

C2.1 Pricing Instructions

1. The method of measurement published by the South African Bureau of Standards in clause 8 of the Standardised Specifications for Civil Engineering Construction is applicable, subject to the variations and amendments contained in the section "Applicable SABS 1200 standardised specifications".
2. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Schedule, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.
3. The clauses in a specification in which further information regarding the schedule item appears under "Reference clause" in the Schedule. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications are identified by the letter or letters which follow SABS in the SABS 1200 series of specifications, eg. G for SABS 1200 G.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. The quantities set out in the Bills of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
6. The prices and rates to be inserted in the Bills of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. A price or rate is to be entered against each item in the Bills of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities.
8. Except where rates only are required, insert all amounts to be included in the total tendered price in the "Amount" column and show the corresponding total tendered price.
9. The units of measurement described in the Bills of Quantities are metric units. Abbreviations which may be used in these Bills of Quantities are as follows:

mm	=	millimetre	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1000 kg)
m ²	=	square metre	No.	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	meganewton
m ³	=	cubic metre	MN.m	=	meganewton-metre
m ³ .km	=	cubic metre-kilometre	P C sum	=	Prime Cost sum
l	=	litre	Prov sum	=	Provisional sum
kl	=	kilolitre	%	=	per cent
MPa	=	megapascal	kW	=	kilowatt

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

**REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID
WASTE TRANSFER STATION**

C2.2 Bills of Quantities

CONTENTS	PAGES
SECTION A: PRELIMINARY AND GENERAL ITEMS	55-57
SECTION B: PROVISIONAL AND PRIME COST SUMS	58
SECTION C: CONCRETE	59
SECTION D: MISCELLANEOUS	60
SUMMARY	61

CONTRACT NO. ****

REHABILITATION OF CONCRETE CONTAINER BAY SLABS AT HERMANUS TRANSFER STATION

SECTION A : PRELIMINARY AND GENERAL

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	c
BROUGHT FORWARD							
A2	8.4	TIME-RELATED ITEMS					
A2.1	8.4.1	Contractual Requirements	Sum				
	8.4.2	Operation and Maintenance of Facilities on Site: for "duration of construction" except where otherwise stated:					
A2.2	8.4.2.1	Facilities for Engineer (SANS 1200 AB):					
A2.2.2		Survey Equipment and Assistants	Sum				
A2.3	8.4.2.2	Facilities for Contractor:					
A2.3.1		Offices, storage sheds and workshop	Sum				
A2.3.2		Laboratory facilities	Sum				
A2.3.3		Living Accommodation	Sum				
A2.3.4		Ablution and latrine facilities	Sum				
A2.3.5		Tools and equipment	Sum				
A2.3.6		Water and Electrical power supply	Sum				
A2.3.7		Plant For:					
A2.3.7.1		(i) Earthworks	Sum				
A2.3.7.2		(iii) Transport of materials and workmen	Sum				
A2.3.8		Dealing with water	Sum				
A2.3.9		Access to the Works	Sum				
A2.4		Setting out of the Works	Sum				
A2.5	8.4.3	Supervision for "duration of construction"	Sum				
A2.6	8.4.4	Company and Head Office Overhead Costs for duration of the Contract	Sum				
A2.7		Liaison with Authorities and the Community, opportunities to, and co-operation with others on Site	Sum				
A2.8	8.4.5	Other Time-related Obligations:Tenderer to specify item(s) (if any) and duration:					
A2.8.1		Sum				
A2.8.2		Sum				
TOTAL CARRIED FORWARD							

SECTION A : PRELIMINARY AND GENERAL

[illegible]

SECTION B : PROVISIONAL AND PRIME COST SUMS

[illegible]

SECTION C: CONCRETE WORKS

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	c
		SECTION C: CONCRETE WORKS					
	SABS 1200G	CONCRETE					
C2	8.2	FORMWORK					
C2.1		Narrow width 400mm wide to free range of slab	m	18			
C3	8.3	REINFORCEMENT (Provisional Quantities)					
C3.1	8.3.2	High tensile welded mesh reference 500	m²	42			
C4	8.4	CONCRETE					
C4.1	8.4.2	Blinding layer 50 mm thick, 5MPa concrete	m²	42			
C4.2	8.4.3	Strength concrete, grade 30/19					
C4.2.1		To surface beds	m³	9			
C4.3	8.4.4	Unformed surface finishes					
C4.3.1		Power floated finish with the addition of Abecron or similar surface hardener, inclusive of a membrane curing compound	m²	42			
C4.4		50 x 50 Chamfer to floor slab ends.	m	18			
TOTAL CARRIED FORWARD TO SUMMARY							

SECTION D : MISCELLANEOUS WORKS

[illegible]

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

**REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID
WASTE TRANSFER STATION**

SCHEDULE OF QUANTITIES

SUMMARY		
SECTION NO.	SECTION TITLE	AMOUNT R - c
A	PRELIMINARY AND GENERAL	
B	PROVISIONAL AND PRIME COST SUMS	
C	CONCRETE WORKS	
D	MISCELLANEOUS WORKS	
TOTAL FOR SECTIONS A TO D :		SUB-TOTAL ("X")
DISCOUNT OFFERED ON SUB-TOTAL ("X") IF BOTH TENDERS ARE AWARDED ("Z")		
CONTINGENCIES: ADD: 10% of the above Sub-Total ("X") minus ("Z") as a Provisional Sum to cover the cost of Contingencies and to be expended only as the Engineer may direct.		
NETT TENDER SUM		("T")
ADD: 14% of Nett Tender Sum ("T") for VALUE ADDED TAX (VAT).		
GRAND TOTAL : Carried to Form of Offer and Acceptance		

Part C3: Scope of Work

	Pages
C3.1 Description of the Works.....	63 - 64
C3.2 Engineering.....	65

Status

Should any requirement or provision in the parts of the Scope of Work conflict with any requirement of any Standardised Specification, or any drawings, the order of precedence, unless otherwise specified, is:

Drawings
Scope of Work
SANS Standardised Specifications

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID WASTE TRANSFER STATION

C3.1 Description of the Works

CONTENTS

- 1 EMPLOYER'S OBJECTIVES
- 2 OVERVIEW OF THE WORKS
- 3 GENERAL INTENT
- 4 EXTENT OF THE WORKS
- 5 LOCATION OF THE WORKS

1 EMPLOYER'S OBJECTIVES

The Infrastructure and Planning Department of the Overstrand Municipality proposes to repair the damaged reinforced concrete floor slab of a loading bay at the Hermanus Solid Waste Transfer Station.

2 OVERVIEW OF THE WORKS

The construction consists of the breaking out and removal of the existing reinforced concrete floor slab and the construction of a new reinforced concrete floor slab that will provide an abrasion resistant surface.

The work must be carried out in such a way that the continuous operation of the Hermanus Transfer Station is not impeded.

3 GENERAL INTENT

The general intent of this Contract is that the Contractor shall procure all items necessary for, construct and complete the Works in accordance with the terms of Contract, in a workman-like and expeditious manner, and shall have full authority over all the Works.

The installation of the angle and channel profiles in the reinforced concrete floor slab as wearing material is considered to be a critical aspect of this Project in order that protection of the floor slab is achieved.

The Engineer shall have the right to verify that all work is carried out in accordance with this Contract and to approve or reject materials supplied and work undertaken by the Contractor or approved subcontractors.

It is envisaged that the main contractor will be a civil engineering contractor with experience in reinforced concrete works.

4 EXTENT OF THE WORKS

The Works in general include but is not restricted to the following:

1. Ensuring continuous operation of the Transfer Station
2. Establishing and maintaining a safe and effective demarcated construction area
3. Breaking out and Removal of the existing concrete floor
4. Fixing of reinforcing steel and angle iron profiles to whole area
5. Casting of concrete to whole area
6. Power floating of concrete surface with an abrasive surface hardener

All construction details and specifications are indicated on the drawings.

5 LOCATION OF THE WORKS

The Works is located and the construction activities shall be undertaken on the property of an operating facility property belonging to the Overstrand Municipality in the suburb of Zwehilhe.

The GPS coordinates of the site is S34 25 28.2 E19 13 04.1.

OVERSTRAND MUNICIPALITY

CONTRACT NO. SC ?????

**REPAIR OF REINFORCED CONCRETE FLOOR SLAB AT HERMANUS SOLID
WASTE TRANSFER STATION**

C3.2 ENGINEERING

DRAWINGS ISSUED WITH THIS DOCUMENT

The following drawings are applicable to the contract and will form part of the Contract Documents:

DRAWING NUMBER	DESCRIPTION
A128/101	CONSTRUCTION DETAILS

