



## **OVERSTRAND MUNICIPALITY**

**TENDER NO. SC 940/2010**

### **FOOTPATH CONSTRUCTION**

**CONSTRUCTION OF FOOTPATHS: VERMONT & SANDBAAI COASTAL AREA,  
VERMONT SOUTPAN & HOY SE KOPPIE, HERMANUS**

**Name of Tenderer :** \_\_\_\_\_

**Address :** \_\_\_\_\_  
\_\_\_\_\_

**Contact person :** \_\_\_\_\_

**Tel. no. :** \_\_\_\_\_

**Fax no. :** \_\_\_\_\_

**( Pricing schedule on page 2 )**

**Issued by: Dion van Vuuren**

**Overstrand Municipality  
Directorate: Community Services  
P.O. Box 20  
HERMANUS  
7200**

**Tel. no. : 028 3138112**

**Fax no. : 028 3131111**

## PRICING SCHEDULE:

**TENDER AMOUNT:**

**A: CONSTRUCTION OF FOOTPATH  
VERMONT & SANDBAAI COASTAL AREAS:**

PER METRE

**TIMEFRAME FOR COMPLETION:**

\_\_\_\_\_ (weeks)

**TENDER AMOUNT:**

**B: CONSTRUCTION OF FOOTPATH ,  
SOUTPAN VERMONT**

PER METRE

**TIMEFRAME FOR COMPLETION:**

\_\_\_\_\_ (weeks)

**TENDER AMOUNT:**

**C: CONSTRUCTION OF FOOTPATH ,  
HOY SE KOPPIE, HERMANUS**

PER METRE

**TIMEFRAME FOR COMPLETION:**

\_\_\_\_\_ (weeks)

(All prices shall be quoted in South African currency and be inclusive of VAT)

\_\_\_\_\_  
Signature of tenderer

**TENDER: SC 940/2010****NAME OF TENDER: FOOTPATH CONSTRUCTION****A: CONSTRUCTION OF FOOTPATH: VERMONT & SANDBAAI COASTAL AREAS  
SPECIFICATIONS FOR FOOTPATH CONSTRUCTION:****Site Location:**

Sections of path as identified at the compulsory site inspection.

Construction of new section at Vermont, ( $\pm 250\text{m}$ ) & at Sandbaai, ( $\pm 250\text{m}$ ).

**B: CONSTRUCTION OF FOOTPATH: SOUTPAN, VERMONT  
SPECIFICATIONS FOR FOOTPATH CONSTRUCTION:****Site Location:**

Sections of path as identified at the compulsory site inspection.

Construction of new section at the soutpan, Vermont ( $\pm 200\text{m}$ ).

**C: CONSTRUCTION OF FOOTPATH: HOY SE KOPPIE, HERMANUS  
SPECIFICATIONS FOR FOOTPATH CONSTRUCTION:****Site Location:**

Sections of path as identified at the compulsory site inspection.

Construction of new section at, Hoy se koppie, Hermanus ( $\pm 208\text{m}$ ).

**Description of work:****New section for footpath at Vermont & Sandbaai coastal area, Soutpan, Vermont and Hoy se koppie, Hermanus:**

Laying and compacting Laterite base and laying of exposed aggregate concrete path in specified sections 1.2 metres wide,  $\pm 250$  metres (Vermont) &  $\pm 250$  metres (Sandbaai) in length (costal footpath Vermont & Sandbaai),  $\pm 200$  metres in length (footpath at Soutpan, Vermont) and  $\pm 208$  metres in length (footpath at Hoy se koppie, Hermanus). Depth of concrete 100mm at sides and 75mm across centre, with expansion joints every 2 metres. Edges to be chamfered.

**Specification / materials.**

- Remove rocks in path
- Remove existing flora in path
- Hand trim cut to fill
- Import Laterite to create ramps /.path base
- Rip sub-base and compact
- Expansion joints
- Footing trenched on path edges
- Masonite shutter board
- **Protect work in progress at all times (guard to be on site until sunset)**

**The following rules are applicable to section C of this tender**

1. Site to be kept clean on a daily basis. The site need to be completely cleaned after construction to the satisfaction of the area manager.
2. The fauna & flora not to be harmed/damaged during construction.
3. The contractor to supply a chemical toilet for the duration of the construction. Toilet to be located on parking area.
4. No fires are allowed.
5. No spillage of fuel, oil etc is allowed.
6. All stone, sand etc. to be cleared from terrain.

**Note:**

A fine of R5000.00 will be imposed if any one of the above mentioned rules (1-6) is not adhered to.

OVERSTRAND MUNICIPALITY

TENDER NO. SC 940/2010

FOOTPATH CONSTRUCTION

<b>PARTICULARS OF TENDERER</b>
--------------------------------

1. TENDERER: .....  
ADDRESS: .....  
CONTACT PERSON: .....  
TELEPHONE NUMBER: .....  
FAX NUMBER: .....
2. BANK: .....  
BRANCH: .....  
CHEQUE ACCOUNT NUMBER: .....  
CONTACT PERSON: .....  
TELEPHONE NUMBER: .....
3. VAT REGISTRATION NUMBER (if any) :  
.....
4. CIDB REGISTRATION NUMBER (if applicable) :  
.....

DATE .....

## FOOTPATH CONSTRUCTION

The following are lists of major items of relevant equipment that I/we **presently** own or lease and will have available for this contract or will acquire or hire for this contract if my/our tender is accepted.

(a) Details of equipment that is owned by and immediately available for this contract.

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

(b) Details of equipment that will be hired, or acquired for this contract if my/our tender is acceptable.

Quantity	Description, Size, Capacity, etc

Attach additional pages if more space is required.

Date .....

Position .....

Tenderer .....

OVERSTRAND MUNICIPALITY

TENDER NO. SC 940/2010

FOOTPATH CONSTRUCTION

<b>SCHEDULE OF WORK SATISFACTORILY CARRIED OUT BY THE TENDERER</b>
--

The following is a statement of similar work successfully executed by myself/ourselves:
---

Employer, contact person and telephone number	Description of Contract	Value of Work Inclusive of VAT (Rand)	Date Completed

Signed .....

Date .....

Name .....

Position .....

OVERSTRAND MUNICIPALITY

TENDER NO. SC 940/2010

FOOTPATH CONSTRUCTION

SERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING
--

This is to certify that

..... (Tenderer)

..... (address)

.....

Was represented by the person(s) named below at the compulsory meeting held for all tenderers 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 tender documents in order for us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

Name ..... Signature .....

Capacity .....

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

Name ..... Signature .....

Capacity .....



# WRITTEN AGREEMENT

THIS IS IN TERMS OF SECTION 37(2) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

BETWEEN:

.....  
(Employer)

AND:

.....  
(Mandatar)

--

## INTRODUCTION

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

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

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

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

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

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

Management: .....

## WRITTEN AGREEMENT

This is a written agreement between the (employment):

Name of EMPLOYER .....

And the (Mandatory):

Name of the MANDATARY .....

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

I ..... Re[resenting the MANDATARY do hereby

Acknowledge that .....(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 82 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provision of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

Signed on this ..... day of ..... 2010 at .....

Signature .....

On behalf of MANDATARY .....

Signature .....

On behalf of the EMPLOYER .....

**FORM OF INDEMNITY  
TENDER NO. SC 940/2010**

THE MUNICIPAL MANAGER  
OVERSTRAND MUNICIPALITY  
HERMANUS  
SOUTH AFRICA

**INDEMNITY**

Given by ..... (Name of Company)

of .....

.....

(registered address of Company) a company incorporated with limited liability according to the Company Laws of the

Republic of South Africa (hereinafter called the Contractor), represented herein by

.....

..... (Name of Representative) in his capacity  
as

..... (Designation) of the Contractor is

Duly authorised hereto by a resolution dated .....2010

To sign on behalf of the Contractor.

**WHEREAS** the Contractor has entered into a Contract dated  
.....2010

With the Municipality who require this indemnity from the Contractor for electricity meter reading.

NOW THEREFORE THIS DEED WITNESSETH that the Contractor does hereby indemnify and hold harmless the Municipality in respect of all loss or damage that may be incurred or sustained by the Municipality by reason of or in any way arising out of or caused by operations that may be carried out by the Contractor in connection with the aforementioned contract; and also in respect of all claims that may be made against the Municipality in consequence of such operations, by reason of or in any way arising out of any accidents of damage to life or property or any other cause whatsoever; and also in respect of all legal or other expenses that may be incurred by the Municipality in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

SIGNATURE: .....

**THUS DONE AND SIGNED** for and on behalf of the Contractor.

At ..... on the .....

day of ..... 2010 in the presence of the subscribing witnesses.

**AS WITNESSES**

1. (Designation) .....
2. (Designation) .....