

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LANGEBERG MUNICIPALITY)					
BID NUMBER:	TENDER-32/2024	CLOSING DATE:	29 NOVEMBER 2024	CLOSING TIME:	12H00
DESCRIPTION	DESIGN AND CONSTRUCTION OF NEW NETBALL COURT, ZOLANI SPORTSGROUNG				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BOX SITUATED AT					
LANGEBERG MUNICIPAL OFFICES					
28 MAIN ROAD					
ASHTON					
6715					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX INCOME NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE VAT INCLUSIVE	R		
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SCM	CONTACT PERSON	MR NIEL ALBERTYN		
CONTACT PERSON	Sabelo NGCONGOLO	TELEPHONE NUMBER	023 626 8200		
TELEPHONE NUMBER	023 615 8000	EMAIL ADDRESS	nalbertyn@langeberg.gov.za		
E-MAIL ADDRESS	sngcongolo@langeberg.gov.za				

Important Notice Regarding Fraudulent Activities

We would like to notify all bidders that there have been recent reports of scammers exploiting our management's information to solicit illegal bribes. It is imperative to note that such actions are unlawful and strictly forbidden. Should you be approached by individuals claiming to represent the Municipality or otherwise attempting to solicit bribes or engage in unethical practices, you are required to report these incidents immediately to the Municipality. Be aware that participation in illegal activities, including bribery, will have severe consequences. Companies involved in such practices, if exposed, will be blacklisted and barred from future participation in the Central Supplier Database (CSD). We urge all applicants to maintain the highest standards of integrity and to cooperate with us to ensure a fair and transparent tendering process. Langeberg Municipality.

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



TENDER-32/2024

Tenders are hereby requested for the **DESIGN AND CONSTRUCTION OF NEW NETBALL COURT, ZOLANI SPORTSGROUND** as specified in the bid document.

Completed Bids, in sealed envelopes, clearly marked “**TENDER-32/2024: DESIGN AND CONSTRUCTION OF NEW NETBALL COURT, ZOLANI SPORTSGROUND**” should be placed in the tender box, at the Langeberg Municipal Office, 28 Main Road, Ashton, not later than **12:00 on 29 NOVEMBER 2024** when the Bids will be opened in public. Late, faxed or e-mailed tenders will not be considered.

Tenderers must be registered with the CIDB in a class of construction works and have a grading designation equal to or higher than that determined in accordance with the sum tendered or a value determined in accordance with regulation 25 (7A) of the Construction Industry Development Regulations, 2004. It is estimated that tenderers will need a grading designation of CE2 or higher.

COMPULSORY CLARIFICATION MEETING:

A COMPULSORY CLARIFICATION MEETING WILL BE HELD ON THE 19 NOVEMBER 2024, AT 10H00, AT THE ROBERTSON MUNICIPAL OFFICE, 52 CHURCH STREET, ROBERTSON, PERSONS ARRIVING LATER THAN 10H10 WILL NOT BE ALLOWED INTO THE MEETING.

PLEASE NOTE:

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

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

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

Tender documents are available from **08 NOVEMBER 2024**, on the Langeberg Municipal website: www.langeberg.gov.za

Please refer written enquiries to **MR N ALBERTYN** -(nalbertyn@langeberg.gov.za).

DP LUBBE
MUNICIPAL MANAGER
Private Bag X2, Ashton, 6715

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1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions:

The following terms shall be interpreted as indicated

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

- 1.1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.1.17. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.1.18. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.1.19. **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.1.20. **“Purchaser”** means the organization purchasing the goods.
- 1.1.21. **“Republic”** means the Republic of South Africa.
- 1.1.22. **“SCC”** means the Special Conditions of Contract.
- 1.1.23. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.1.24. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.1.25. **“Tort”** means in breach of contract.
- 1.1.26. **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.1.27. **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

1.2. Application

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

1.3. General

- 1.3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a nonrefundable fee for documents may be charged

- 1.3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

1.4. Standards

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

1.5. Use of contract documents and information inspection

- 1.5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 1.5.1 except for purposes of performing the contract.
- 1.5.3. Any document, other than the contract itself mentioned in GCC clause 1.5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 1.5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

1.6. Patent Rights

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

1.7. Performance security

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

1.8. Inspections, tests and analyses

- 1.8.1. All pre-bidding testing will be for the account of the bidder.
- 1.8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 1.8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 1.8.4. If the inspections, tests and analyses referred to in clauses 1.8.2 and 1.8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 1.8.5. Where the goods or services referred to in clauses 1.8.2 and 1.8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 1.8.6. Goods and services which are referred to in clauses 1.8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.
- 1.8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 1.8.8. The provisions of clauses 1.8.4 to 1.8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 1.22 of GCC.

1.9. Packing

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

1.10. Delivery and documents

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

1.11. Insurance

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

1.12. Transportation

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

1.13. Incidental Services

- 1.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 1.13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 1.13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 1.13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 1.13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 1.13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 1.13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

1.14. Spare parts

- 1.14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- 1.14.2. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and in the event of termination of production of the spare parts:
- 1.14.3. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

1.15. Warranty

- 1.15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise

in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 1.15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 1.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 1.15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 1.15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
- 1.15.6. All Machinery must comply with the Occupational Health and Safety (OHS) Act and its applicable regulations and standards.

1.16. Payment

- 1.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 1.16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 1.16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 1.16.4. Payment will be made in Rand unless otherwise stipulated.

1.17. Prices

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

1.18. Variation orders

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

1.19. Assignment

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

1.20. Subcontracts

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

1.21. Delays in the supplier's performance

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

1.22. Penalties

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

1.23. Termination for default

- 1.23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- 1.23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 1.21.2;

- 1.23.1.2. if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 1.23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 1.23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 1.23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 1.23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprises or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first – mentioned person, and with which enterprise or person the first – mentioned person, is or was in the opinion of the purchaser actively associate
- 1.23.6. .If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 1.23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 1.23.6.2. the date of commencement of the restriction
 - 1.23.6.3. the period of restriction; and
 - 1.23.6.4. the reasons for the restriction.
- 1.23.7. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 1.23.8. If a court of law convicts a person of an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

1.24. Antidumping and countervailing duties and rights

- 1.24.1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti- dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the

amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

1.25. Force Majeure

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

1.26. Termination for solvency

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

1.27. Settlement of Disputes

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

1.28. Limitation of Liability

- 1.28.1. Except in cases of criminal negligence or willful misconduct, and in the case of Infringement pursuant to Clause 1.6;

- 1.28.1.1. The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 1.28.1.2. The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

1.29. Governing language

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

1.30. Applicable law

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

1.31. Notices

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

1.32. Taxes and duties

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

1.33. Transfer of contracts

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

1.34. Amendment of contract

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

1.35. Prohibition of restrictive practices

- 1.35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 1.35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigating and possible impossible of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 1.35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part , and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



2. SPECIAL TENDER CONDITIONS

SPECIAL TENDER CONDITIONS

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

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

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

Tenderers must take note that in the case of a false statement or submission of false information the tender will be disqualified with immediate effect and a possibility of criminal prosecution.

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

2.1 TENDER DOCUMENTS

Tender documents are obtainable and must be returned as described in the tender notice. The completed documents of the tender fully priced, extended and totalled, completed in all respects, signed and sealed in an envelope which is to be endorsed **“TENDER-32/2024: DESIGN AND CONSTRUCTION OF NEW NETBALL COURT, ZOLANI SPORTSGROUND”**.

” must be placed in the tender box at the Municipal Offices, 28 Main Street, Ashton

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

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

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

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

2.2 SOUTH AFRICAN CURRENCY

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

2.3 INCOMPLETE TENDERS/BIDS

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

2.4 WITHDRAWAL OF TENDERS/BIDS

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

2.5 CHECKING OF TENDER DOCUMENTS

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

2.6 EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER DOCUMENTS

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

2.7 PERIOD OF VALIDITY

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

2.8 ACCEPTANCE OR REJECTION OF TENDERS/BIDS

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

2.9 PREFERENTIAL PROCUREMENT

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

2.10 REGISTRATION AS SERVICE PROVIDER

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

2.11 JOINT VENTURE AGREEMENTS (IF APPLICABLE)

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

2.12 LOCAL BUSINESS/OFFICE:

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

2.13 TEST FOR RESPONSIVENESS

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

- 2.13.11 All mandatory returnable forms and prescribed attachments must be completed and where applicable signed by a Commissioner of Oaths.
- 2.13.12 All tenders' conditions/specifications must be complied with.

2.14 PAYMENT OF INVOICES

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



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

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

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

.....

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

.....

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

.....

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

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

"in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the National Assembly or the National Council of Provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

4. MUNICIPAL SERVICE ACCOUNT

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

4.2 It should be noted that the tender cannot be considered/evaluated if any municipal rates and taxes or municipal services charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or entity, are in arrears for more than three months,

4.3 If the bidder or any of its directors are not responsible for the payment of municipal rates of service charges to the municipality or municipal entity, or to any other municipality or entity, a sworn affidavit to this effect must be attached to this page.



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

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

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

Name of bidder:

Bid number:

Closing Time 12:00

Closing date:

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

6. DECLARATION OF INTEREST (MBD 4)

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

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

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

6.2.1 Full Name of bidder or his or her representative:

6.2.2 Identity Number:

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

6.2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

6.2.5 Tax Reference Number:

6.2.6 VAT Registration Number:

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

¹"State" means –

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

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

- 6.4 Are you or any person connected with the bidder presently employed by the state? YES / NO
- 6.4.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

.....

.....

- 6.4.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative
- 6.4.3 work outside employment in the public sector? YES / NO
- 6.4.4 If yes, did you attach proof of such authority to the bid document? YES / NO
- 6.4.5 (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

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

.....

.....

.....

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

- 6.4.8 If so, furnish particulars:

.....

.....

.....

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

YES / NO

- 6.4.10 If so, furnish particulars.

.....

.....

YES/NO

.....

.....

.....

YES/NO

.....

.....

.....

[illegible]

6.6 DECLARATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) the **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 Application of preference point system

3.1.1.1 The Municipality will, in the tender documents, stipulate —

- (a) the preference point system applicable; and
- (b) any specific goal as envisaged in section 2(1)(d) and (e) of the Preferential Procurement Act.

3.1.1.2 If it is unclear whether the 80/20 or 90/10 preference point system applies—

- (a) in the case of a tender to generate income or to dispose of or lease assets, the highest acceptable tender; or
- (b) in the case of any other tender, the lowest acceptable tender, must be used to determine the applicable preference point system.

3.1.2 Points for Price: 80/20 preference point system for acquisition of goods or services with Rand value equal to or above R30 000 and up to R50 million

3.1.2.1 The following formula must be used to calculate the points out of 80 for price in respect of a tender with a Rand value equal to or above R30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender.

3.1.2.2 A maximum of 20 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.1.2.3 The points scored must be rounded off to the nearest two decimal places.

3.1.2.4 The contract must be awarded to the tenderer scoring the highest points.

3.1.3 . Points for price: 90/10 preference point system for acquisition of goods or services with Rand value above R50 million

3.1.3.1 The following formula must be used to calculate the points out 90 for price in respect of a tender with a Rand value above R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

$P_{\min}$ = Price of lowest acceptable tender.

3.1.3.2 A maximum of 10 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.1.3.3 The points scored must be rounded off to the nearest 2 decimal places.

3.1.3.4 The contract must be awarded to the tenderer scoring the highest points.

3.2. FORMULAR FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value equal to, or above R 30 000 and up to a Rand value of R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{max} = Price of highest acceptable tender.

3.2.1 A maximum of 20 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.2.2 The points scored must be rounded off to the nearest 2 decimal places.

3.2.3 The contract must be awarded to the tenderer scoring the highest points.

3.3.4 Points for price:90/10 preference point system for tenders to generate income or to dispose of or lease assets with Rand value equal to or above R50 million

3.3.5 The following formula must be used to calculate the points for price in respect of a tender to generate income or to dispose of or lease assets, with a Rand value above R50 million, inclusive of all applicable taxes:

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

Where-

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{max} = Price of highest acceptable tender.

3.3.6 A maximum of 10 points may be awarded to a tenderer for the specified goals envisaged in section 2(1)(d) and (e) of the Act.

3.3.7 The points scored must be rounded off to the nearest 2 decimal places.

3.3.8 The contract must be awarded to the tenderer scoring the highest points.

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1 The tendering conditions will stipulate the specific goals, as contemplated in section 2(1)(d)(ii) of the Preferential Procurement Act, be attained.

4.2 A maximum of 20 points (80/20) preference points system) or 10 (90/10) preference points system), will be allocated for specific goals. These goals are:

- (a) contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability (BBBEE);
- (b) Promotion of enterprises located in the municipal area

4.3 Regarding par 4.2 (a) 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the BBBEE scorecard as follows:

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

4.4 A tenderer must submit proof of its BBBEE status level contributor [scorecard].

4.5 A tenderer failing to submit proof of BBBEE status level of contributor –

4.5.1 may only score in terms of the 80/90-point formula for price; and

4.5.2 scores 0 points out of 10/5 BBBEE status level of contributor, which is in line with section 2 (1) (d) (i) of the Act, where the supplier or service provider did not provide proof thereof.

4.6 Regarding par 4.2 (b) 50% of the 20/10 points will be allocated to promote this goal. Points will be allocated as follows.

Locality of supplier	Points
Within the boundaries of the municipality	10/5
Outside of the boundaries of the municipality	0

4.7 The policy should not include Pre-qualification goals.

4.8 Any specific goal for which a point may be awarded, must be clearly specified in the invitation to submit a tender.

4.9 A tenderer failing to submit proof of required evidence to claim preferences for other specified goals, which is in line with section 2 (1) (d) (ii) of the Act.

4.9.1 may only score in terms of the 80/90-point formula for price; and

4.9.2 scores 0 points out of 10/5 of the relevant specific goals where the supplier or service provider did not stipulate.

4.10 The preference points scored by a tenderer must be added to the points scored for price.

4.11 The points scored must be rounded off to the nearest two decimal places.

4.12 The contract must be awarded to the tenderer scoring the highest procurement points.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBBEE preference points system	05	10		
Promotion of enterprises located in the municipal area	05	10		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

5.1. Company registration number:

5.2. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

5.3. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

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

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

8.1 I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

8.2 The following documents shall be deemed to form and be read and construed as part of this agreement:

8.3 Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2022;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

8.4 General Conditions of Contract; and

8.5 Other (specify)

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

8.6 I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

8.7 I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

8.8 I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

8.9 I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	
2.	
DATE:	



9 CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

9.1 I, MR DP LUBBE in my capacity as: **MUNICIPAL MANAGER**,

9.2 accept your bid under reference number **TENDER-32/2024** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

9.3 An official order indicating delivery instructions is forthcoming.

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.



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

10.1 This Municipal Bidding Document must form part of all bids invited.

10.2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

10.3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

10.4 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

10.5 been convicted for fraud or corruption during the past five years;

10.6 will-fully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

10.7 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
10.9	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
10.10	If so, furnish particulars:		
10.11	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
10.12	If so, furnish particulars:		
10.13	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

10.14	If so, furnish particulars:		
10.15	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
10.16	If so, furnish particulars:		
10.17	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
10.18	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

11 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

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

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

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

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

12 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

- 12.1 I have read and I understand the contents of this Certificate;
- 12.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 12.3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 12.4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 12.5 For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
- has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 12.6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 12.7 In particular, without limiting the generality of paragraphs 12.6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- prices;
 - geographical area where product or service will be rendered (market allocation)
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.

- 12.8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 12.9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 12.10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder


LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

13 CODE OF CONDUCT FOR SUPPLIERS

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

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

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

Policy on Corruption and Position on Conflict of Interest

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

- Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/ or at the direction or request of any Staff or Langeberg Municipality;
- To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.

To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the

- supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.

Important Notice Regarding Fraudulent Activities

- **We would like to notify all bidders that there have been recent reports of scammers exploiting our management's information to solicit illegal bribes. It is imperative to note that such actions are unlawful and strictly forbidden. Should you be approached by individuals claiming to represent the Municipality or otherwise attempting to solicit bribes or engage in unethical practices, you are required to report these incidents immediately to the Municipality. Be aware that participation in illegal activities, including bribery, will have severe consequences. Companies involved in such practices, if exposed, will be blacklisted and barred from future participation in the Central Supplier Database (CSD). We urge all applicants to maintain the highest standards of integrity and to cooperate with us to ensure a fair and transparent tendering process. Langeberg Municipality.**

Representation from Suppliers

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

- It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;
- It will not act in concert with other suppliers or agents when participating in a bid;

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

Applicability of the Code of Conduct

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

Monitoring compliance to the Code of Conduct

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

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

Secure Communication Channels

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

Municipal Manager

28 Main Road

Ashton

6715

or contact at mm@langeberg.gov.za;

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

SANCTIONS

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

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

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

ACKNOWLEDGEMENT AND ACCEPTANCE

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

Supplier: _____

Address: _____

Representative: _____

Signature: _____

Date: _____

14 TECHNICAL SPECIFICATIONS

PROJECT SPECIFICATIONS

All products used, where possible, are required to have SABS/SANS quality approval. Any product mentioned specifically are to serve as a quality indication and assumed to be accompanied by the words "OR EQUIVALENT" The contractor will be responsible for providing all materials, labour and equipment to successfully complete the below mentioned works. Any inferior works will be rejected and be for the contractor's account to rectify.

1. Employer's Objectives:

The description of the works herein is merely an outline of the expected works and does not limit the work to be carried out by the Contractor under this Contract.

The specification of the project is based on SANS 1200 and Norms and Standards for Sport and Recreation Infrastructure Provision and Management - Volume 2 - Technical Specifications as published by Department: Sport and Recreation South Africa

2. Overview of the Works:

- i. Construction of multipurpose netball court as per specifications
- ii. Perimeter fencing
- iii. Provision of commercially sourced, purposes made netball posts with senior and junior capability, post protector and heavy-duty stand

3. Construction Time Period:

- i) Time for completion is **3 months from commencement of contract** exclusive of all special non-working days and year end break. (Builder's holiday). The Contractor shall plan and programme his construction sequence for completion within the time-period specified.

4. Ablution and Toilet Facilities:

- i) The contractor shall provide portable ablution facilities for all personnel employed on site.

DM: **EARTHWORKS (ROADS, SUBGRADE)**

DM 2: **INTERPRETATIONS**

DM 2.3: **Definitions and Abbreviations**

SD DM 2.3.1: **Roadbed**

Paved areas shall also be taken as roads. Therefore all references to i.e.: roadbed will refer to work under paved areas.

DM 3: **MATERIALS**

DM 3.2: **Classification for placing purposes**

SD DM 3.2.3: **Selected layers**

Substitute DB 3.2.3 with the following:

Materials in the selected layers shall comply with the following:

Description	Lower selected layer (G9-TRH14)	Upper selected layer (G7-TRH14)
Minimum CBR at 93% Mod. AASHTO density (100% for sand)	7	15
Maximum CBR swell at 100% Mod. AASHTO density	1.5%	1.5%
Maximum size of aggregate after compaction	100 mm	100 mm
Minimum Grading Modulus (GM)	0.5	0.75
Maximum Plasticity Index (PI)	18	10 + 3GM
Maximum Group	-	1

All material underlying the subbase or base of the final road prism, whichever may be applicable, that does not comply with the requirements for lower selected layer or upper selected layer in the respective depth categories, shall be removed and replaced with material complying with the requirements of selected layers.

Where required for drainage purposes, the Engineer may instruct that free draining sand be used in the selected layers. The same specification in the table above shall apply, except the grading requirements.

M 4: **PLANT**

SD DM 4.2: **Plant for Treatment of Road-bed**

SD DM 4.2.1: **Pneumatic-tyred Roller**

Pneumatic-tyre rollers shall be of the self-propelled type that is equipped with smooth pneumatic-tyre wheels of the same diameter. The mass of the roller shall be at least 10 tons. All wheels must bear the same mass. The rollers must be equipped with devices that will be able to keep the wheels wet and clean during operation.

The wheels of the roller shall be arranged in such a way that one passes with the roller will cover the whole width of the machine. The roller must be able to take a tyre pressure of 600 kPa and the minimum allowed working tyre pressure shall be 450 kPa. The maximum difference in pressure between any two wheels shall not be greater than 35 kPa.

DM 5: CONSTRUCTION

DM 5.1: Precautions

SD DM 5.1.2: Accommodation of traffic

Add the following to DM 5.1.2:

Bypasses shall be constructed and road signs erected where the free flow of public traffic is restricted. Such bypasses and road signs shall be in accordance with the Chapter 13 of the SA Road Traffic Signs Manual and shall be approved by the Engineer before the commencement of construction.

Add the following to DM 5.1:

SD DM 5.1.3: Existing Services

SD DM 5.1.3.1: General

The provisions of Subclause 5.4 of SANS 1200 A or of Subclause 5.2 of SANS 1200 AA, as relevant, shall apply in addition to the requirements of SDDM 5.1.3.2-SDDM 5.1.3.4 below.

SD DM 5.1.3.2: Detection, location and exposure

The drawings show the position of existing services based on the best information available. The Contractor shall verify the position of all services and all other obstacles and existing works on the Site. Manholes, valve boxes and the like will be regarded as known services. Before commencing construction in any particular area, the Contractor shall verify the positions of services and report to the Engineer any that are missing.

Where any underground services are shown on the drawings, the Contractor shall have the equipment referred to in 4.4 SANS 1200 D available on the Site for as long as is necessary to detect and locate such services and, if so ordered, he shall excavate by hand to expose such services in areas and in a manner and at a time agreed upon with the Engineer (see 8.3.8.1 of SANS 1200 D.) and relevant local Authority.

DM 5.2: Methods and procedures

DM 5.2.2: Cut and borrow

SD DM 5.2.2.2: Dimensions of cuts

Substitute "subbase" in the second paragraph of DM 5.2.2.2 with "subbase or selected layer, whichever may be applicable" and

Substitute "CBR of at least 7" with "CBR as applicable according to the provisions of SD DM 3.2.3".

SD DM 5.2.2.3 (b): Cut to spoil

Substitute DM 5.2.2.3 (b) with the following:

All surplus and/or unsuitable material shall be removed from the site and disposed of at the spoil site (as described in SD D 5.2.2.3) and shall be shaped to establish a free draining surface and compacted to 90% MOD AASHTO (100% for sand).

SD DM 5.2.2.4: Temporary stockpiling of materials

Add the following to DM 5.2.2.4:

The Contractor shall program the works in such a manner that suitable excavated material shall, if practically possible, be placed directly in the appropriate position to ensure that temporary stockpiling is limited to an absolute minimum. No payment shall be made for the temporary stockpiling of material where such material is to be used for backfilling pipe trenches, except when so ordered in writing by the Engineer.



DM 5.2.3: Treatment of road bed

SD DM 5.2.3.3: Treatment of road bed

- a) Preparation and compaction of road bed.

Substitute the first paragraph of DM 5.2.3.3 (a) with the following:

The road-bed shall be scarified to a depth of 150 mm, shaped and compacted to 93% of Mod. AASHTO density (100% for sand), except where otherwise ordered by the Engineer. In clay areas, only excavation and shaping to the correct level will be necessary.

Any portion of the road-bed that lies within the selected layers and that, with the exception of its density, complies with the requirements of selected layer material, shall be scarified to the necessary depth, watered and compacted to 93% of mod AASHTO density (100% for sand) over the specified depth for selected layers.

SD DM 5.2.5: Selected layer

Add the following to DM 5.2.5:

Where the quality of the in-situ material that lies within the selected layers complies with the requirements of selected layer material, these areas will be treated as described in SD DM 5.2.3.3 (Treatment of road-bed). To determine the suitability of in-situ material for selected layers, the Engineer may order the Contractor to dig test holes with maximum dimensions of 1.5 m x 1.5 m and 1.0 m deep at positions indicated by the Engineer and to have tests conducted, before construction commences. The Contractor must allow for this in his programming of works. The Contractor shall backfill all test holes with selected material and compact it to 95% of Mod. AASHTO density (100% for sand), after the Engineer has taken samples and profiled the holes.

SD DM 5.2.8: Transport

SD DM 5.2.8.1: Free haul

Replace the content of this subclause with the following:

"All transport will be regarded as free haul."

SD DM 5.2.8.2: Overhaul

Delete the contents of this clause and replace with the following:

"No overhaul inside or outside the site boundaries will be paid. All transport costs for spoiling or importation of material will be deemed to be included in the relevant rates."

DM 6: TOLERANCES

SD DM 6.5: Dimensions and level control

The Contractor shall submit to the Engineer, in a form acceptable to the Engineer, records of dimensions and level control, prior to requesting the Engineer to carry out any routine inspections.

DM 7: TESTING

SD DM 7.2: Process control

Amend table 1 of DM 7.2 as follows:

Substitute "2000 m²" with "1500 m²", "1500 m² with 1200 m² and "5000 m²" with "3 000 m²".

DM 7.3: Routine inspection and testing

Substitute DM 7.3.2 with the following:

No density shall be less than the specified minimum density for the relevant layer.

The cost of all routine resting done by the Engineer, and of which the results do not comply with the specified minimum requirement for the material, shall be borne by the Contractor and will be subtracted from the monthly payment certificates.

DM 8: MEASUREMENT AND PAYMENT

SD DM 8.2: Computation of quantities

Replace subclause 8.2.1 to 8.2.3 (inclusive) with the following:

SDDM 8.2.1: The provisions of subclause 8.2.1 of SANS 1200 D shall apply.

SDDM 8.2.2: The provisions of subclause 8.2.2 of SANS 1200 D shall apply.

SDDM 8.2.3: The provisions of subclause 8.2.3 of SANS 1200 D shall apply.

SDDM 8.2.5: Verifying quantities

Replace the first sentence with the following:

"Before any earthworks are commenced but after completion of any site preparation, the engineer will upon a written request from the contractor provide cross-sections for the purpose of measurement of earthworks quantities."

SD DM 8.2.7: Excavation widths

For the measurement of quantities the excavation width will be measured from 200 mm behind the rear of the precast kerb. The total width therefore is the sum of the blacktop width, the plan measurement of the kerb/channel plus 400 mm. In the case of gravel roads the excavation width will be measured from the specified edge of the gravel layer. No additional payments will be made for wider excavations.

SD DM 8.3.5: Selected Layer compacted to 93% of Mod. AASHTO densitym³

Substitute "93% of Mod. AASHTO density" in the heading of DM 8.3.5 with "93% (100% for sand) of Mod. AASHTO density".

Add the following to DM 8.3.5:

Separate items will be scheduled for lower and upper selected layers as well as for material from the site of works and from commercial sources. The rate for selected layers from commercial sources shall, in addition to the provisions of DM 8.3.5, allow for locating the source, complying with all the applicable precautions as set out in DM 5.1, obtaining the material, selection and transport from the source to the point on the road where it is going to be used. No payment shall be made for the removal and replacement of unsuitable imported material.

Where in-situ material is used as selected layer material, this is scheduled as a separate item under DM 8.3.3 (a) (Treatment of road bed).

SD DM 8.3.18: Trial Holes..... No

The unit of measurement is the number of trial holes made at positions indicated by the Engineer.

The rate shall cover the cost of excavating to a depth of 1 m, as well as for backfilling with the excavated material, compacted to 93% of Mod AASHTO density (100% for sand). The rate shall also include the survey and booking to determine the position of existing services.

SD DM 8.3.23: Tie in with existing road edge..... m

The tendered rate shall include full compensation for removal and disposal of existing surfacing (at least 150mm width), protecting the existing paving when excavating the road box adjacent to it and tying the new layer works to the existing. The rate shall also include for saw cutting of the existing pavement to a depth of 75 mm.



ME: SUBBASE

ME 3: MATERIALS

ME 3.2: Physical Properties

SD ME 3.2.: Subbase Material (G5 quality according to TRH 14)

Substitute the requirements for unstabilized subbase in ME 3.2.1 with the following;

Materials for use in the unstabilized subbase shall comply with the following requirements:

i)	Maximum size of aggregate after compaction	63 mm
ii)	Maximum liquid limit	30
iii)	Maximum plasticity index (PI)	10
iv)	Maximum linear shrinkage	5%
v)	Minimum CBR at 95% of Mod. AASHTO density	45
vi)	Maximum CBR swell at 100 % of Mod. AASHTO density	0.5%
vii)	Maximum group index	0
viii)	Minimum grading modulus (GM)	1.5%

No crushed building rubble will be accepted as a subbase material

ME 5.4: Placing and Compaction

SD ME 5.4.1: Placing

Substitute "the project specification" in the second paragraph of ME 5.4.1 with "ME 6.1.4".

SD ME 5.4.4: Compaction

Add the following to ME 5.4.4:

In certain cases, such as in Provincial roads or under block-paving, the subbase may be specified to be compacted to 97% Mod. AASHTO density.

SD ME 5.4.4.3: Penetration

Add the following new sub-clause to ME 5.4.4:

The Contractor must provide for the penetration of the subbase material in the selected layer. The specified layer thickness will be a net homogenous layer. Only the homogenous layer will be measured for payment.

ME 5.7: Transport

SD ME 5.7.1: Free haul

Substitute ME 5.7.1 with the following:

An unlimited free haul distance shall apply to subbase material.

ME 6: TOLERANCES

ME 6.1: DIMENSIONS, LEVELS, ETC.

SD ME 6.1.2: Grade

The finished surface shall nowhere be above or more than 20mm below the designated grade.

ME 7: TESTING

ME 7.2: Process control and routine inspection and testing

SD ME 7.2.1: Process control

Substitute "1500 m²" with "1200 m²" and "5000 m²" with "3500 m²" in Table 2 of ME 7.2.1.

SD ME 7.2.2: Routine inspection and testing

Substitute the second sentence of ME 7.2.2 with the following:

No density shall be less than the specified minimum density for the relevant layer.

ME 8: MEASUREMENT AND PAYMENT

SD ME 8.2: Computation of Quantities

Substitute ME 8.2 with the following:

Measurement and payment shall be to the exact dimensions as shown on the drawings.

MH: ASPHALT BASE AND SURFACING

MH 3: MATERIAL

SD MH 3.1: Prime

Substitute MH 3.1 with the following:

The prime shall be Colprime E bitumen complying with the applicable requirements of SANS 308.

SD MH 3.3: Tack coat

Substitute MH 3.3 with the following:

The tack coat shall be a 60% stable-grade bitumen emulsion diluted with water at a 1:1 ration.

MH 3.4: Bituminous binder

SD MH 3.4.2: Surfacing

Substitute MH 3.4.2 with the following:

The bituminous binder shall consist of 80/100 penetration-grade bitumen complying with the requirements of SANS 307.

SD MH 3.5.8: Grading

Substitute Table 2 of MH 3.5.8 with the following:

Percentage by mass passing sieve										
Nomin al apertu re size of sieve (mm)	Gap-graded			Continuously graded			Semi gap graded	Open graded		Sand Asphal t
	Stone content									
	Low	Inter- mediate	High	Coars e	Mediu m	Fine		Coars e	Fine	
19.0	100	100	100	100	100	100	100	100	100	100
13.2	75-	75-100	75-100	84-100	100	100	80-100	100	100	95-100
9.5	100	70-90	64-85	70-92	82-100	100	65-80	75-90	100	69-90
4.75	70-90	60-70	50-60	50-70	54-70	64-88	45-60	25-50	30-50	59-76
2.36	65-75	53-63	45-55	37-55	40-57	48-70	42-55	5-15	5-15	57-75
1.18	60-70	53-63	45-55	26-41	27-42	35-54	40-52	-	-	55-74
0.600	60-70	45-63	36-52	18-32	18-32	24-40	35-48	-	-	45-67
0.300	55-70	35-55	25-45	12-23	12-23	16-28	25-45	3-8	-	28-52
0.150	45-65	15-35	12-32	7-16	7-16	10-20	15-25	-	-	10-22
0.075	20-40 5-12	5-12	5-12	4-10	4-10	4-12	5-12	2-5	2-5	4-10

MH 5: CONSTRUCTION**SD MH 5.1: General Requirements****SD MH 5.1.1: Preparation of Surface**

Add the following to MH 5.1.1:

The application of the prime coat may only proceed after the written approval of the Engineer and only if the moisture content of the upper 50 mm of the base is lower than 50% of the optimum moisture content.

SD MH 5.1.5: Weather Limitations

Add the following to MH 5.1.5.1:

- d) if the moisture content of the upper 50 mm of the base is more than 50% of the optimum moisture content.

MH 5.5: Design of Asphalt**SD MH 5.5.2: Marshall Criteria**

Amend Table 6 of MH 5.5.2 as follows:

Property	Continuously Graded		Gap-graded or semigap-graded		Sand asphalt	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
Stability, kN	4.0	12.5	3.0	12.5	7.0	14.0
Air voids, %	3.0	5.0	2.0	6.0	10.0	13.0

The rest of the values remain the same.

SD MH 5.8: Compaction

Substitute the second paragraph of MH 5.8 with the following;

The compacted asphalt shall have a density equal to or greater than 95% of Marshall Density described in TMH 1, and must comply with the requirements for the surface texture.

SD MH 5.11: Construction of trial section

Before the Contractor commences the construction of asphalt surfacing, he shall if so ordered, demonstrate, by laying a trial section 200 m² in areas, that the equipment and processes that he proposes to use will enable him to construct the asphalt layer in accordance with the specified requirements.

Only when such a trial section has been satisfactorily laid and finished, and is found to comply with the specified requirements, will the Contractor be allowed to commence with construction of the permanent work.

Should the Contractor make any alteration in the methods, processes, equipment, or materials used, or should the work consistently fail to comply with the applicable requirements of the specifications, the Engineer may

require that further trial sections be laid and tested at the cost of the Contractor before allowing the Contractor to continue with the permanent work.

Trial sections shall be laid where indicated by the Engineer. The Contractor shall prepare the surface on which a trial section is to be laid and shall also, if the work fail to comply with the applicable requirements of the specification, remove the trial section after completion and acceptably restore the surface on which it was constructed, all at his own cost.

MH 6: TOLERANCES

MH 6.3: Dimensions, levels, etc.

SD MH 6.3.6: Smoothness

Add the following to MH 6.3.6:

The appropriate degree of accuracy under this contract shall be degree I.

In addition to the above-mentioned requirements the surface shall be of such a grade that all surface water shall drain freely to the adjacent kerbs and/or channels and subsequent costs to rectify the surface to comply herewith shall be borne by the Contractor.

MH 7: TESTING

SD MH 7.1: Mix Design

Add the following to MH 7.1:

The proposed mixture design shall be submitted for approval to the Engineer at least two weeks (14 days) before commencement of the construction of asphalt surfacing. The Contractor shall ensure that the samples on which the mixture is based, are a true representation of the actual materials to be used for the work.

MH 8: MEASUREMENT AND PAYMENT

SD MH 8.1: Rates of application and bituminous binder content

SD MH 8.1.5: Bituminous binder content

Amend MH 8.1.5(b)(1) as follows:

(b) Surfacing 1) Continuously graded: 5.5%.

Add the following to paragraph (b):

5) Sand asphalt surfacing : 4,5%

SD MH 8.4: Computation of Quantities

Substitute the first sentence of MH 8.4.2 with the following:

Asphalt is measured and paid for according to the exact dimensions (width and thickness) as indicated on the drawings.

Delete the last paragraph of MH 8.4.2.

SD MH 8.12: Extra-over item 8.5.4 for transportation of bitumen from outside Cape Town area..... Ton (t)

The unit of measurement shall be the ton of bituminous binder used in approved mixes. The tendered rate shall include full compensation for the additional cost of the supply of base bitumen from an alternative source to CALREF in Cape Town.

MK: KERBING AND CHANNELLING

MK 3: MATERIALS

MK 3.2: Precast kerbing and channelling

SD MK 3.2.3: Strength

Substitute MK 3.2.3 with the following:

Precast kerbs, edging and channels shall be of grade 25 MPa/19 mm concrete.

SD MK 3.9: Bedding material

Substitute MK 3.9 with the following:

The material on which concrete kerbs, channels and edging are bedded, shall be in accordance with the dimensions shown on the drawings and shall consist of a 15 MPa concrete mix with a 6.7 mm single size coarse aggregate, placed on a minimum 100mm thick G5 subbase compacted to 95% MOD AASHTO density.

MK 5: CONSTRUCTION

SD MK 5.1: Excavation and bedding

Substitute "90%" in MK 5.1 with "93% (100% for sand)".

SD MK 5.2: Precast concrete kerbing and channelling

Substitute the first sentence of MK 5.2 with the following:

Precast concrete kerbing and channelling shall be laid and bedded on a concrete bedding complying with the requirements of SD MK 3.9 and to the dimensions shown on the drawings.

SD MK 5.10: Protection

Substitute the word "bad" in the second sentence with the following:

"no chipped or patched kerbs will be accepted"

SD MK 5.11: Transition sections and inlet and outlet structures

Substitute the first sentence of the second paragraph of MK 5.11 with the following:

Inlet and outlet structures shall be in accordance with the details shown on the drawings.

SD MK 5.13: Street name, kerbs

Street name kerbs as detailed in the drawings must be installed in the positions as shown on the drawings. The recessed letters must be painted with an approved paint.

The street names will be supplied by the Engineer.

MK 7: TESTING

Add the following paragraph:

SD MK 7.2: Water testing of kerbs

A water test must be done on all kerbs, inlets and channels after installation to ensure good drainage. This test must be done after the application of the prime coat but before the placing of asphalt or a bituminous surface treatment. The channels and inlets must be cleaned before the water test is done. All alterations to kerbs, channels and inlets must be done before the placing of the final layer. No payment will be made for the water testing of kerbs.

MK 8: MEASUREMENT AND PAYMENT

SD MK 8.1: Basic principles

Substitute the second sentence of MK 8.1.1 with the following:

Deductions will be made for catchpits, etc.

Add the following to MK 8.1.1:

“Payment shall include the provision of expansion joints as specified. Payment shall also include the additional excavation and spoil of material (at a site identified by the contractor) for levelling purposes and for placement of the G5 layer underneath the kerb. The cost of the G5 minimum gravel layer and compaction thereof shall be included in the rates.”

MK 8.2: Scheduled items

SD MK 8.2.1: Concrete kerbingm

Add the following to MK 8.2.1(b):

The tendered rate includes the supply, from site within freehaul distance, and placing of material of upper selected layer quality for backfill behind the kerbs.

Add the following to MK 8.2.:

“(f) The unit rates for realignment of kerbs in the horizontal or vertical plane will cover the cost of removing the existing kerbs and spoiling off site to an approved dump site as identified by the Contractor. The removal of the existing kerbs must include the removal of all concrete backing and footings as well as surplus material generated by this activity. The rate must include the cost of supply of all materials for the kerbing and bedding, and for bedding, jointing, excavation, compacting, testing in terms of SABS MK 7.2, and for all labour in laying and jointing, together with all backfilling, compacting, and removal of excess material.”

SD MK 8.2.2: Concrete kerbing and channelling combinedm

Add the following to MK 8.2.2:

The rate also covers the cost of transport of kerbs and channels from stacks.

Replace MK 8.2.2 (b) with the following:

b) The rate shall cover the cost of all the applicable operations specified in 8.2.1 (b), (c), (e) and SD MK 8.2.1 (f).

SD MK 8.2.15: Transition kerbsno

“Where a transition is at a catchpit, and/or street name kerbs it will not be regarded as a transition and therefore no extra payment will be made.”



SD O 8.1 Multi purpose court surface coating to asphalt including all line markings.....Unit: m²

The plastic-coated PVA-based slurry surfacing shall be an acceptable proprietary compound or other equal approved compound which has been previously used and proven under local conditions. It shall be mixed and applied under expert supervision.

The surfacing shall be built up as follows: The first two coats which are applied on top of the premix layer shall be un-pigmented filler coats made up with an aggregate of coarse builder's sand.

The third coat shall be a pigmented coat of plasticised slurry made up with fine sand only.

The fourth coat shall be a pigmented coat of plasticised compound only applied thinly.

One further coat of fortified court paint.

The final surface shall be dense, smooth, durable and watertight. It shall be of matt appearance and the colours shall be of uniform shade throughout without variation in tone, brightness or density. After the courts have been flooded and allowed to drain, no remaining puddle shall be deeper than 1,5mm.

COURT MARKINGS

Each court is to be lined to international rules and regulations with non-skid texture acrylic paint, unless shown otherwise on the drawings. Allowance is to be made for netball and futsal utilising alternate colours.

GUARANTEE

A 36-month written guarantee is to be provided for the court and this clearly indicates the quality and quantum of material utilised which is of far greater importance than the number of layers applied. The period to commence from the date of completion and the guarantee is to cover faulty materials and workmanship only.

SD O 8.2 Fencing.....Unit: m

- All posts, gate and fittings are to be hot dipped galvanised
- The tops of all posts are to be closed with 1.5mm steel plate prior galvanising
- All holes in posts for straining wire and binding wire are to be drilled prior to galvanising
- All posts are to be planted in 400 x 400 x 600mm, 19/20MPa concrete

Posts and fencing materials:

Mesh: 2.2mm wire coated to 3.3mm - Plastic coated 50mm diamond mesh 3meter

Straining wire: 2.2mm wire coated to 3.3mm – Plastic coated

Binding wire: 1.6mm fully galvanised

Corner posts: 3.6 x 100 x 2mm for corners and on either side of gate

Intermediate posts: 3.6 x 48 x 2mm at 3meter centres

Bracing posts: allow 2 x bracing posts per corner – 4m x 48 x 2mm

Gate: 1 x 2meter pedestrian gate with 60mm tube frame and finished to same specifications as the fence.

SD O.8.3 Netball Post.....Unit: no

Commercially sourced netball post:

DIMENSIONS:

Standard Height: 10ft (3m)

Adjustable Heights: 9ft (2.75m) or 8ft (2.5m)

Hoop: 38cm (15 inches) in diameter

MATERIALS:

Posts: 50mm (2 inch) galvanised steel finished in a blue or pink powder coating

Hoop: 16mm (0.6 inch) steel

Goal net: 5mm (0.2 inch) thick braided HDPE twine

Wheels: Reinforced non-slip nylon

MISCELLANEOUS:

single post weight 26kg (55LBS)

Colour: pink powdered coating

Posts are to include post protective padding

Height: 6ft | 1.8m

Outer Diameter: 2in | 50mm

Weight: 0.2kg | 0.4lbs

MATERIALS:

Weather resistant & waterproof outer cover

2.5cm (1 inch) thick impact resistant foam core

High-quality hook and loop fastening system

SD O.8.4 Futsal Football Goal Post Specifications.....Unit: no

Dimensions:

Goal Size: 3m x 2m | 10.5ft x 6.5ft – Regulation Futsal Size

Top Runback: 60cm | 24in

Bottom Runback: 180cm | 71in

Pipe Wall Thickness: 2mm

Goal Weight: 30kg | 66lbs

Materials:

Goal Frame: 42mm galvanised steel (2in thick tubing)

Goal Net: 3mm HDPE twine with a 100mm knotted mesh

Futsal Goal Net UV treated

5. Bill / Schedule of Quantities

All rates offered are to include all Preliminary and General items. A price or rate shall be entered against each item in Schedule of Quantities. Should the Tenderer not wish to make any charge in respect of an item, a rate of zero "R0.00" or "Nil" shall be entered. The Tenderer may not group a number of items together and tender one lump sum for such group of items.

ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
1.	SANS 1200	MULTI PURPOSE NETBALL COURT				
1.1	C8.2.1	Clear and grub	m ²	800	R	R
	DM 8.3.4	Cut to fill				
		a) Compact to 90% of MOD AASHTO (100% for sand)	m ³	15	R	R
	DM 8.3.7	Cut to spoil				
		b) soft excavation	m ³	15	R	R
	DM 8.3.3	Treatment of road-bed				
		a) Road bed preparation and compaction of material to 150mm and treated with weedkiller				
		i) Minimum of 95% MOD AASHTO (100% for sand)	m ²	800	R	R
	ME8.3.3	Construct subbase course with material from commercial sources				
		a) 100mm G4 compacted to 95% MOD AASHTO density and treated with weedkiller	m ³	120	R	R
	MH8.5.1	Colprime E or similar approved bituminous prime applied @ 1 litre / m ²	m ²	780	R	R
	MH8.5.3	Cationic Spray Grade Bitumen Emulsion 65% using a portable pressure sprayer at application rate of 1 litre / m ²	m ²	780		R
	MH8.5.4	Fine continuously graded asphalt, using 60/70 pen grade binder, compacted to 95% Marshall Density 30mm thick	ton	60	R	R

	MK8.2.1	Concrete kerbing type:				
		E3	m ²	700	R	R
TOTAL CRIED FORWARD						R

TOTAL BROUGHT FORWARD						R
ITEM NO	PAYMENT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		1) Radius larger than 20m and on straights	m	116	R	R
	SD O 8.1	Multi-purpose court surface coating to asphalt including line markings by specialist	m ²	780	R	R
	SD O 8.2	Supply and install 3m high pvc coated fence according to manufacturer's specifications.	m	116	R	R
	SD O 8.3	Commercially sourced Netball post and protective padding	no	2	R	R
	SD O 8.4	Commercially sourced Futsal Soccer goal post	no	2	R	R
TOTAL CARRIED FORWARD TO SUMMARY						

PRICING SCHEDULE SUMMARY

Item	Description	Amount
A	TOTAL BROUGHT FORWARD TO SUMMARY	R
B	CONTINGENCIES Allow the sum of 10.0% (10 percent) for contingencies to be spent as the Langeberg Municipality may direct and to be deducted in whole or in part if not required	R
C	ADD 15% VAT	R
D	TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE	R

RETURNABLE SCHEDULE PROOF OF COIDA REGISTRATION/INSURANCE

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

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



RETURNABLE SCHEDULE PROOF OF PUBLIC LIABILITY INSURANCE

Vendors must attach to this schedule proof of Public Liability Insurance. This can either take the form of a warrant from the Vendor's insurance broker, or confirmation of insurance from the insurance company itself. Minimum insurance required R1 000 000.00.

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



RETURNABLE SCHEDULE PROOF OF CIDB REGISTRATION

It is **estimated** that tenderers will need a grading designation of **CE2 or higher**

Vendors must attach to this schedule proof of CIDB registration CE2 or higher

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



RETURNABLE SCHEDULE PROOF OF EXPERIENCE

Vendors must attach to this schedule proof of a minimum of 3 Netball courts constructed and completed within the last 10 calendar years

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

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

Location of Netball court completed	Client	Value of works	Date contract completed	Contact name and number of reference

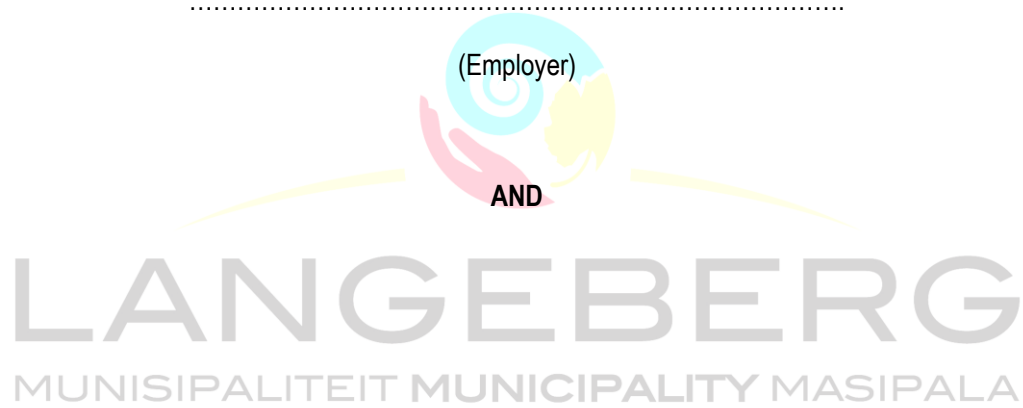
15. CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

WRITTEN AGREEMENT

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

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

BETWEEN:



(Mandatory)

INTRODUCTION

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

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

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

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

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

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

Management:

WRITTEN AGREEMENT

This is a written agreement between

The EMPLOYER

Name of Employer :.....

and the MANDATORY:

Name of the MANDATORY.....

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

I.....representing the MANDATORY do hereby

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

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

Signed on this..... day of.....2024 at

Signature.....

On behalf of MANDATORY.....

Signature.....

On behalf of the EMPLOYER.....

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

(ACT 130 OF 1993)

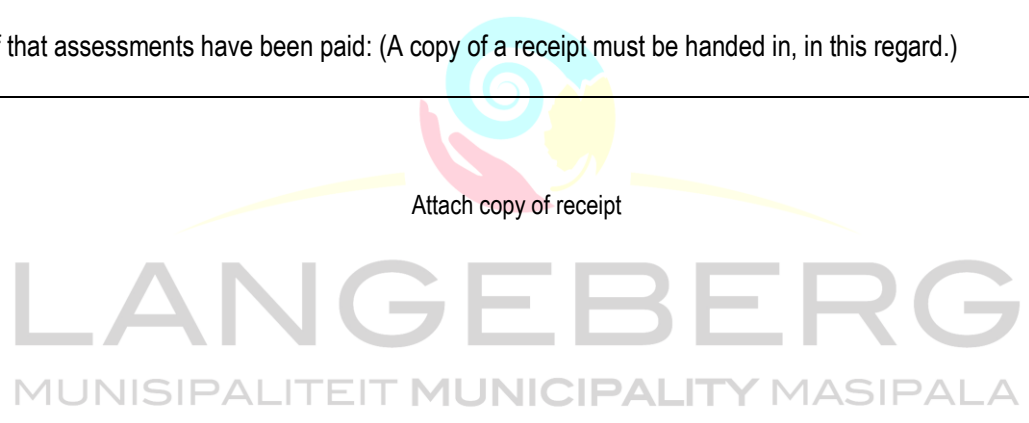
(Employer)..... has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

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

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

Registration No. / /
--

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

 Attach copy of receipt

Signature of Contractor.....

Date:.....

16. CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

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

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



Signature of authorised person

Date

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

Name

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