



## *BLOUBERG MUNICIPALITY*

**CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

**(CONTRACT NO.: BM 01/21/22)**

**(NOVEMBER 2021)**

### **TENDER DOCUMENT**

**TENDER SHALL HAVE THE CIDB CLASS GRADING OF: 5CE OR HIGHER**

**TENDERER** \_\_\_\_\_

**AMOUNT TENDERED** \_\_\_\_\_

**AMOUNT IN WORDS** \_\_\_\_\_

**CIDB REGISTRATION NUMBER** \_\_\_\_\_

**CIDB GRADING** \_\_\_\_\_

**TENDER CLOSURE DATE: 14 December 2021 @ 11h00**

*Issued by:*

*Prepared by:*

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Blouberg Municipality  
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**mig**

**Municipal  
Infrastructure  
Grant**



**EXPANDED PUBLIC WORKS PROGRAMME**



# BLOUBERG LOCAL MUNICIPALITY

## CONTRACT No. BM/01/21/22

### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

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T.1

**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No. BM/01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS COMPLEX**

**THE TENDER**

**PART T1: TENDERING PROCEDURES**

**PART T2: RETURNABLE DOCUMENTS**

**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No. BM/01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

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# BLOUBERG LOCAL MUNICIPALITY

**CONTRACT No. BM01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

MBD 1

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (BLOUBERG MUNICIPALITY/ENTITY)

BID NUMBER: ..... CLOSING DATE: ..... CLOSING TIME: .....

DESCRIPTION.....  
.....

**The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).**

BID DOCUMENTS MAY BE POSTED TO:  
.....  
.....

OR  
DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)  
.....  
.....  
.....

**Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.**

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

**NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)**

# BLOUBERG LOCAL MUNICIPALITY

## CONTRACT No. BM01/21/22

### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

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

NAME OF BIDDER .....

POSTAL ADDRESS .....

STREET ADDRESS .....

TELEPHONE NUMBER  
CODE..... NUMBER.....

CELLPHONE NUMBER .....

FACSIMILE NUMBER CODE .....

NUMBER.....

E-MAIL ADDRESS .....

VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A REGISTERED AUDITOR

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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)

SIGNATURE ..... OF ..... BIDDER

DATE .....

CAPACITY UNDER WHICH THIS BID IS SIGNED .....

TOTAL BID PRICE..... TOTAL NUMBER OF ITEMS OFFERED .....

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: .....

Department: .....



**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No. BM01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

**Contact Person:** .....

**Tel:** .....

**Fax:** .....

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** .....

**Tel:** .....

**Fax:** .....

## **BLOUBERG LOCAL MUNICIPALITY**

### **CONTRACT No. BM/01/21/22**

#### **FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

##### **T1.1 BID NOTICE AND INVITATION TO BID**

Experienced bidders in civil engineering construction work are hereby invited for the Construction of **PINKIE SEBOTSE SPORTS FACILITY** project.

For Pre-Evaluation, ensure that the following adhered to and documents attached;

- Company Registration certificate,
- Certified copies of ID Documents for Members/ Directors of the Company,
- Company Profile with list of experience projects and traceable references
- Attachment of appointment letters and completion certificates of relevant projects
- Proof of company registration with Construction Industry Development Board (CIDB) where applicable,
- Original and Valid SARS Tax clearance Certified,
- Signed Audited financial Statements for the past three financial years,
- Valid letter of Good standing from Department of Labour(COIDA)
- Proof of Municipal Account in good standing order for both Directors and Company(not older than 90 days)
- Proof of Registration on National Treasury Website (Summary of Central Supplier Database/CSD report)
- Proof of B-BBEE Certificate
- Tempering with the Tender document
- Authority to sign
- Compulsory site briefing attendance
- Form of offer signed by Authorized Signatory.
- Failure to use colour coded papers will lead to outright disqualification
- Complete and signed MBD1 to MBD 9 forms
- Joint Venture Agreement in cases of Joint venture

Evaluation will be conducted based on 80/20-point system and functionality will be as follows: Company experience 30 Points, Detailed Construction Programme 5 Points, Key Personnel Experience 35 Points and availability of Plant and equipment 10 Points, Bidder must score a minimum of 65 Points qualifying points based on functionality

## **BLOUBERG LOCAL MUNICIPALITY**

### **CONTRACT No. BM01/21/22**

#### **FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

A compulsory clarification meeting with representatives of the employer will take place **at Pinkie Sebotse Village on 06 December 2021 starting at 11:00 am**. The coordinates of the site are as follows 23°32'2.51"S, 28°59'13.63"E.

All bids will remain valid for a period of 90 days after the time and date of opening. Late submissions, telegraphic, telefax or email transmission bids will not be accepted. Blouberg Local Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the bid as a whole or in part.

All bids and supporting documents must be sealed in a cover clearly marked

**“BM/01/20/21 CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY”**

And must be deposited in the bid box, at Blouberg Local Municipality not later than 11:00 am on the 14 December 2021 when they will be opened in public.

Technical queries will be directed to Ms. H Rabumbulu at (015) 505 7100 at Blouberg Local Municipality

**TENDERER SHALL HAVE A CIDB CLASS GRADING OF: 5CE OR HIGHER**

# BLOUBERG LOCAL MUNICIPALITY

## CONTRACT No. BM01/21/22

### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

#### T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annex F of SANS 294:2004.**

The Standard Conditions of Tender make several references to the tender data for details that apply specifically to this tender. The tender data shall have precedence in the interpretation of any ambiguity of inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the sub-clause in the Standard Conditions of Tender to which it mainly applies.

Subclause	Data
F.1.1	The employer is <b>BLOUBERG LOCAL MUNICIPALITY.</b>
F.1.2	<p>The Project Document issued by the employer consists of the following:</p> <p><b>THE TENDER</b></p> <p>Part T1: Tendering procedures:</p> <p style="padding-left: 20px;">T1.1 Tender notice and invitation to tender</p> <p style="padding-left: 20px;">T1.2 Tender Data</p> <p>Part T2: Returnable documents</p> <p style="padding-left: 20px;">T2.1 Returnable Schedules required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.2 Other Documents required for Tender Evaluation</p> <p style="padding-left: 20px;">T2.3 Returnable Schedules that will be incorporated into the Contract</p> <p style="padding-left: 20px;">T2.4 Other Schedules and Documents that will be Incorporated into the Contract</p> <p><b>THE CONTRACT</b></p> <p>Part C1: Agreements and contract data</p> <p style="padding-left: 20px;">C1.1 Form of Offer and Acceptance</p> <p style="padding-left: 20px;">C1.2 Agreement in Terms of the Occupational Health &amp; Safety Act</p> <p style="padding-left: 20px;">C1.3 Guarantee</p> <p style="padding-left: 20px;">C1.4 Form Agreement in Terms of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.5 Appointment in Terms of Section 4 of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.6 Mine Health and Safety Act No 29</p> <p style="padding-left: 20px;">C1.7 Agreement in Terms of the Mine Health and Safety Act</p> <p style="padding-left: 20px;">C1.8 Contract Data</p> <p>Part C2: Pricing data</p> <p style="padding-left: 20px;">C2.1 Pricing instructions</p>

## BLOUBERG LOCAL MUNICIPALITY

**CONTRACT No. BM01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Subclause	Data
	<p>C2.2 Bills of quantities            C2.3 Summary of Bills of Quantities            C2.4 Calculation of Tender Sum</p> <p>Part C3: Scope of work            C3.1 Description of Works            C3.2 Engineering            C3.3 Procurement            C3.4 Construction            C4.5 Management</p> <p>Part C4: Site information            C4.1 Site Information            C4.2 Locality Plan</p> <p>Part C5: Annexures            C5.1 : Proforma Documents            C5.2 : Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)            C5.3 : Contract Drawings</p>
F.1.4	<p>The employer's agent is:  <b>Name: T2-Tech Engineers Pty Ltd</b>  <b>Address: Maweja House, 16A Church Street, Polokwane,0700</b>  <b>Tel: 015 291 3320 Fax: 015 295 2116</b>  <b>E-mail: t2ce@mweb.co.za / office@t2tech.co.za</b></p>
F.2.1	<p>Only those tenderers who are registered with the CIDB, or can provide proof of having applied for registration, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE or higher class of construction work, or by a contractor who is registered as a potentially emerging enterprise in terms of these Regulations at a contractor grading designation, one level higher than the contractor's registered grading designation, provided that the client</p> <p>(a) is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade;</p> <p>(b) Ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB or can provide proof of having registered;</li> <li>2. the lead partner has a contractor grading designation in the 5CE or higher</li> </ol>

## BLOUBERG LOCAL MUNICIPALITY

**CONTRACT No. BM01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Subclause	Data
	<p style="text-align: center;">class of construction work; and</p> <p>The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 5CE or higher class of construction work are eligible to submit tenders.</p>
F.2.7	<p>The arrangements for a compulsory clarification meeting are:</p> <p>Venue : <b><i>On Site, Pinkie Sebotse Village</i></b></p> <p>Date: <b>06 December 2021</b> Starting at <b>11h00 am</b></p>
F.2.12	<p>If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the employer's standards and requirements, the details of which may be obtained from the employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the employer's costs of confirming the acceptability of the detailed design before it is constructed.</p>
F.2.13.5	<p>The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:</p> <p>Location of tender box: <b><i>Blouberg Local Municipality, P.O. Box 1593, SENWABARWANA, 0790</i></b></p> <p>Identification details: <b><i>Bid Number: BM/01/20/21</i></b></p> <p style="text-align: center;"><b><i>Project Name: PINKIE SEBOTSE SPORTS FACILITY</i></b></p>

## BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Subclause	Data									
F.2.13. & F.3.5	A two-envelope procedure will not be followed.									
F.2.15	<b>Closing time for submission of tender offers is: 11:00am on 14 December 2021.</b>									
F.2.15	<b>Telephonic, telegraphic, telex facsimile or e-mailed tender offers will not be accepted.</b>									
F.2.16	The tender offer validity period is <b>90 days</b> .									
F.2.17	The tendered lump sums and rates shall be final and binding irrespective of the total tender price (See C2.1.11).									
F.2.18	<b>The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.</b>									
F.2.23	<b>The tenderer is required to submit with his tenders an original Tax Clearance Certificate from the South African Revenue Services (“SARS”) certifying that the tenderer’s taxes are in order or that suitable arrangements have been made with SARS.</b>									
F.3.4	The time and location for opening of tender offers: <b>11h00am on 14 December 2021 Location: Blouberg Local Municipality</b>									
F.3.11	<p>The procedure for evaluation of responsive tenders is the 80/20 preference point system as contained in the <b>Blouberg Local Municipality</b> procurement policy document.</p> <p><b>F.3.11.1 Functionality</b></p> <p>Functionality will be evaluated as follows</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Criterion</th> <th style="text-align: center;">Weight</th> <th style="text-align: center;">Rating</th> </tr> </thead> <tbody> <tr> <td>Relevant or similar experience on construction of sports facilities (5 appointment letters and 5 Completion letters)</td> <td style="text-align: center;">30</td> <td>1 – Poor. 2 – Average.</td> </tr> <tr> <td>Construction Programme (Comprehensive on Microsoft projects or similar programme)</td> <td style="text-align: center;">5</td> <td>3 – Good. 4 – Very Good. 5 - Excellent</td> </tr> </tbody> </table>	Criterion	Weight	Rating	Relevant or similar experience on construction of sports facilities (5 appointment letters and 5 Completion letters)	30	1 – Poor. 2 – Average.	Construction Programme (Comprehensive on Microsoft projects or similar programme)	5	3 – Good. 4 – Very Good. 5 - Excellent
Criterion	Weight	Rating								
Relevant or similar experience on construction of sports facilities (5 appointment letters and 5 Completion letters)	30	1 – Poor. 2 – Average.								
Construction Programme (Comprehensive on Microsoft projects or similar programme)	5	3 – Good. 4 – Very Good. 5 - Excellent								

**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Subclause	Data		
	<b>Total</b>	<b>35</b>	
	<b>Criterion</b>	<b>Weight</b>	<b>Rating</b>
	Construction Manager/Site Agent (minimum of 10 years experience, registered with ECSA as a Pr Techni,)	15	1 – Poor. 2 – Average. 3 – Good. 4 – Very Good.
	Assistant Construction Manager/Site Agent (minimum of 3 years experience)	10	5 - Excellent
	Construction Health and Safety Officer (Minimum of 5 years experience)	10	
	<b>Total</b>	<b>35</b>	
	<b>Criterion</b>	<b>Weight</b>	<b>Rating</b>
	1 Excavator		1 – Poor.
	1 Flat Drum Roller		2 – Average.
	1 10000l water tanker		3 – Good.
	1 TLB		4 – Very Good.
	3 10m3 Tipper Trucks		5 - Excellent
	1 Grader		
	<b>Total</b>	<b>10</b>	



## BLOUBERG LOCAL MUNICIPALITY

**CONTRACT No. BM01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Subclause	Data		
<table border="1" style="margin-left: 20px; width: 40%; border-collapse: collapse;"> <tr> <td style="padding: 5px;"><b>Grand Total</b></td> <td style="padding: 5px; text-align: center;"><b>80</b></td> </tr> </table> <ul style="list-style-type: none"> <li style="margin-bottom: 10px;"> <p>• <b>Company Experience - 30%</b> (Tenderers are required to demonstrate relevant past experience and competency in projects related to construction of sporting facilities and attach 5 appointment letters and final completion certificates for each completed project. Tenderers are required to submit full details of, and reliable contactable references for relevant project which were successfully completed. Projects relevant must be of similar scope, nature and size, completed within the last 10 years)</p> </li> <li> <p>• <b>Construction Programme - 5%</b> (Submission of the following comprehensive construction programme in Microsoft project or similar programmes indicating all work flow items in relation to reaching listed project deliverables on time)</p> <p style="margin-left: 40px;">Note :Failure to submit programme in Microsoft project or similar programmes will result into the information Listed on form “P” not being accepted.</p> </li> </ul> <p>• <b>Key Personnel experience - 35%</b></p> <p style="margin-left: 40px;"><i>Construction Manager/Site Agent – 15%</i> (This Sub Criteria covers the general average experience of the proposed Contract Manager (total duration of professional activity at Construction Management level). The candidate must have a minimum of NQF level 6 in construction environment and registered with ECSA (Professional Technician as Minimum). Tenderers are required to submit curriculum vitae for the key personnel proposed to be employed on the project. These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant project)</p> <p style="margin-left: 40px;"><i>Assistant Construction Manager/Site Agent – 10%</i> (This Sub Criteria covers the general average experience of the proposed Assistant construction management (total duration of professional activity at as assistant construction manager level) .The candidate must have a minimum of NQF level 4. Tenderers are required to submit curriculum vitae for the key personnel proposed to be employed on the project.</p>	<b>Grand Total</b>	<b>80</b>	
<b>Grand Total</b>	<b>80</b>		

## BLOUBERG LOCAL MUNICIPALITY

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Subclause	Data
	<p>These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant project)</p> <p><i>Construction Health and Safety Officer – 10%</i> (The candidate must have a minimum of NQF level 5 in Safety Management (civil and structural works). Tenderers are required to submit curriculum vitae for the key personnel proposed to be employed on the project. These curriculum vitae are to include specific details of these individuals including past experience and competence in delivering key similar relevant project)</p> <ul style="list-style-type: none"> <li>• <b>Availability of Plant and Equipment - 10%</b> (The tenderer must provide the list of plant to be used for the successful completion of the project. Highlight your understanding of the project by providing relevant plant and equipment required specifically for this project:</li> </ul> <p>Bidders must prove the ownership of the plant and In cases where the bidder is leasing they must provide confirmation letter or agreement and proof of ownership in the name of the lessor. The ownership must be proved in a form of licencing registration documents or certificates</p> <p>No score will be allocated if proof of ownership is not provided.</p> <p>Bidder must score a minimum of 65% qualifying points based on functionality</p>
	<p><b>F.3.11.2 Scoring Financial Offers</b></p> <p>The financial offer will be scored using the following:</p> $P_s = W_1 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <p>P<sub>s</sub> = Points scored for functionality and price of the bid/proposal</p> <p>W<sub>1</sub> = (1) 80 where the financial value inclusive of VAT of all responsive tenders received have a value not exceeding R50 000 000; or</p> <p>P<sub>t</sub> = Rand value of tender under consideration</p> <p>P<sub>min</sub> = Rand value of the lowest acceptable tender</p> <p>Up to 100 minus W1 tender evaluation points will be awarded to tenderers who</p>

## BLOUBERG LOCAL MUNICIPALITY

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#### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Subclause	Data
	complete the preferencing schedule and who are found to be eligible for the preference claimed.
F3.13.1	<p>Tender offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li>a) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>b) the tenderer or any of its directors is not listed in the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; and</li> <li>c) the tenderer has not over the last five years failed to satisfactorily perform a contract for the employer and has been issued with a written notice to this effect.</li> </ul>
F.3.18	The number of paper copies of signed contract to be provided by the Engineer is <b>Three (3)</b> .
	<p>Labour Content:</p> <p>The minimum Labour content for this project shall be <b>15%</b></p>
	<p><b>Eligibility requirements</b></p> <p>A contract will only be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff .</p>
	<p><b>Tender Qualification: Labour Intensive Contracts</b></p> <p>To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:</p> <ul style="list-style-type: none"> <li>(a) Having participated in and graduated with fully satisfactory results from the relevant national qualification framework training organized under EPWP (or other similar project), and applying trained supervisory staff on a full-time basis for the execution of the works.</li> <li>(b) Liquid assets/or credit facilities covering the expected expenditures for two full work months;</li> <li>(c) Proposals for timely acquisition (own, lease, hire, etc.) of the essential minimum equipment;</li> <li>(d) The contractor will carry out the works using labour based work methods as described in the Special Conditions of Contract.</li> </ul>

**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No. BM01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

**PART T2: LIST OF RETURNABLE DOCUMENTS**

The tenderer must complete the following returnable documents:

T2.1	RETURNABLE SCHEDULES FOR TENDER EVALUATION.....	T.17
T2.2	OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION .....	T.43
T2.3	RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT.....	T.47

## BLOUBERG LOCAL MUNICIPALITY

### CONTRACT No. BM01/21/22

#### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

### **T2.1 RETURNABLE SCHEDULES FOR TENDER EVALUATION**

T2.1 A	CERTIFICATE OF AUTHORITY .....	T.18
T2.1 B	CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING .....	T.21
T2.1 C	SCHEDULE OF PROPOSED SUBCONTRACTORS.....	T.22
T2.1 D	SCHEDULE OF PLANT AND EQUIPMENT.....	T.23
T2.1 E	SCHEDULE OF THE TENDERER'S EXPERIENCE .....	T.24
T2.1 F	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	T.25
T2.1 G	DEVIATIONS OR QUALIFICATIONS BY THE TENDERER .....	T.26
T2.1 H	CONTRACTOR'S ESTABLISHMENT ON SITE .....	T.27
T2.1 I	CERTIFICATE OF NON-COLLUSIVE TENDER .....	T.28
T2.1 J	COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014.....	T.30
T2.1 K	REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME .....	T.31
RDP(A)	EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS .....	T.33
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RDP(F)	ABE DECLARATION AFFIDAVIT .....	T.41

## BLOUBERG LOCAL MUNICIPALITY

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#### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

#### T2.1 A CERTIFICATE OF AUTHORITY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

#### A. Certificate for company

I,....., chairperson of the board of directors of ..... hereby confirm that by resolution of the board (copy attached) taken on .....20...., Mr/Mrs.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
.....  
Chairman

2.....  
.....  
Date

#### B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as .....

hereby authorise Mr/Mrs....., acting in the capacity of.....to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

## BLOUBERG LOCAL MUNICIPALITY

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NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company .....,

Acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract.....and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		

**D. Certificate for sole proprietor**

I....., hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1.....  
.....  
Signature: Sole owner

2.....  
.....  
Date

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**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

### **E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract.....and any contract resulting from it on our behalf.

<b>NAME</b>	<b>ADDRESS</b>	<b>SIGNATURE</b>	<b>DATE</b>

NOTE: This certificate is to be complete and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole



**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No. BM01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

**T2.1 B CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING**

This is to certify that

..... (Tenderer)

of

.....(address)

.....

Was represented by the person(s) named below at the compulsory meeting held for all tenderers at ..... (Location) on..... (Date), starting at.....

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

Particulars of person(s) attending the meeting:

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

Capacity.....

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

Capacity.....

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

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

Capacity..... Date & Time.....

**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****T2.1 C SCHEDULE OF PROPOSED SUBCONTRACTORS**

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

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

	<b>Name and address of proposed Subcontractor</b>	<b>Company Registration Number &amp; CIDB Classification</b>	<b>Description of Work to be executed by Subcontractor</b>
1.			
2.			
3.			
4.			
5.			

Signed.....

Date.....

Name.....

Position.....

Tenderer.....

## BLOUBERG LOCAL MUNICIPALITY

### CONTRACT No. BM01/21/22

#### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

#### T2.1 D SCHEDULE OF PLANT AND EQUIPMENT

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

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

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

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required

Signed..... Date.....

Name..... Position.....

Tenderer.....

**BLOUBERG LOCAL MUNICIPALITY**

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**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

**T2.1 E SCHEDULE OF THE TENDERER’S EXPERIENCE**

The following is a statement of similar work successfully executed by myself/ourselves in the last three years:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	CIDB Classification	Date Completed

Signed..... Date .....

Name..... Position.....

Tenderer.....

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**T2.1 F RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

	<b>Date</b>	<b>Title of Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed..... Date .....

Name..... Position.....

Tenderer.....

**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****T2.1 G DEVIATIONS OR QUALIFICATIONS BY THE TENDERER**

**Note:** Tenderers will be declared to be non-responsive should any proposed deviation or qualification, save for where alternative tender offers are permitted in terms of the Tender Data, in the employer's opinion:

- a) Detrimentially affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) Change the employer's or the tenderer's risks and responsibilities under the contract, or
- c) Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

<b>PAGE</b>	<b>DESCRIPTION</b>

SIGNED ON BEHALF OF TENDERER:

.....

**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****T2.1 H CONTRACTOR'S ESTABLISHMENT ON SITE**

Should the combined, extended total tendered for Item 13.01 The contractor's gene.....Municipality obligations:

- (a) Fixed obligations
- (b) Value-related obligations
- (c) Time-related obligations

Exceed a maximum of 15 % of the tender sum (excluding VAT), the tenderer shall clearly set out his reasons for tendering in this manner in a letter attached to this page.

Total tendered for Item B13.01 expressed as a percentage of the tender sum (excluding VAT): .....% (insert percentage).

<b>ESTABLISHMENT OVER AND ABOVE ITEM 13.01 (see item B13.01)</b>		
<b>ITEM</b>	<b>PORTION OF RATE OR SUM (R)</b>	<b>VALUE (RANDS)</b>
<b>TOTAL VALUE</b>		

SIGNED ON BEHALF OF TENDERER: .....

**Note to Tenderer:**

If the tenderer should require additional compensation for his obligations under section 1300 (over and above the total tendered for item 13.01) by including such additional compensation in the tendered rates and/or lump sum of items in the bill of quantities, these items and the value of such additional compensation shall also be set out in a letter attached to this form.

# BLOUBERG LOCAL MUNICIPALITY

## CONTRACT No. BM01/21/22

### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

#### T2.1 I CERTIFICATE OF NON-COLLUSIVE TENDER

##### 1 IN THE CASE OF A SINGLE CONSTRUCTION CONCERN:

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) Cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

SIGNED ON BEHALF OF TENDERER: .....



## BLOUBERG LOCAL MUNICIPALITY

### CONTRACT No. BM01/21/22

#### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

#### I: CERTIFICATE OF NON-COLLUSIVE TENDER (continued)

#### 2 IN THE CASE OF A CONSORTIUM OF CONSTRUCTION CONCERNS:

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) Cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes any persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

SIGNED ON BEHALF OF TENDERER: .....

**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No. BM01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

**T2.1 J COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 AND CONSTRUCTION REGULATIONS, 2014**

The tenderer shall attach to this Form evidence that he is registered and in good standing with a compensation insurer who is approved by Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993).

The tenderer is required to disclose, by also attaching documentary evidence to this form, all inspections, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at any time during the 36 months preceding the date of this tender.

SIGNED ON BEHALF OF THE TENDERER: .....

**Note to tenderer:**

**Discovery that the tenderer has failed to make proper disclosure may result in BLOUBERG LOCAL MUNICIPALITY terminating a contract that flows from this tender on the ground that it has been rendered invalid by the tenderer's misrepresentation.**

## BLOUBERG LOCAL MUNICIPALITY

### CONTRACT No. BM01/21/22

#### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

#### T2.1 K REQUIREMENTS IN TERMS OF GOVERNMENT'S RECONSTRUCTION AND DEVELOPMENT PROGRAMME

##### K1 General

The employer requires the active participation of the contractor in this aspect of the contract.

Forms RDP 1 (E) to RDP 4 (E) apply to this section and must be completed and submitted with the tender.

The tenderer's submissions under this item will be taken into consideration when evaluating tenders received.

##### K2 Definitions

###### K2.1 Contract Participation Goal (CPG)

The value of goods, services and works, excluding VAT, for which the contractor proposes to engage labour or ABEs.

###### K2.2 Affirmable Business Enterprise (ABE)

A business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and independent enterprise for profit, providing a commercially useful function and

- a) which is at least 51 % Owned by one or more Previously Disadvantaged Individuals (PDI) or in the case of a company, at least 51 % of the shares are owned by one or more Previously Disadvantaged Individuals (PDI) and
- b) whose management and daily business operations are under the control of one or more of the Previously Disadvantaged Individuals (PDI) who effectively own it provided, however, that, during the period for which the business has been operating or the previous three financial years, whichever period is the lesser, the average annual turnover of the business (excluding VAT and any turnover generated in respect of work performed by other parties in a joint venture or a consortium) does not exceed:
  - 1) R10 million in respect of contractors who mainly perform Civil Engineering Services.
  - 2) R2,5 million in respect of labour-only subcontractors

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#### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

- 3) R10 million in respect of Manufacturers
- 4) R15 million in respect of Suppliers
- 5) R2,5 million, exclusive of any turnover generated in respect of out-sourced activities which the enterprise does not have the in-house competence and expertise to perform, in respect of professional service providers, and
- 6) R2, 5 million in respect of other service providers, e.g., transport; and that the sum of the average annual turnovers over the same period of all the business concerns which are under the control of Previously Disadvantaged Individuals (PDI) within the business entity and Affiliated Entities does not exceed one and a half (1, 5) times the maximum allowable annual average turnover for the particular category of enterprise as set out in (b) above, seeking ABE status.

#### K2.3 “Historically Disadvantaged Individuals (HDIs)” means all South African Citizens

1. who had no franchise in national elections prior to the introduction of the 1983 and 1993 constitutions;
2. women, or
3. disabled persons

Persons who obtained South African Citizenship after the first democratic election in April 1994, cannot qualify for preference as an HDI.

#### K2.4 Target values

(a) The values of the following items (excluding VAT) expressed as percentages of the Tender Sum, (excluding VAT) as proposed by the tenderer in his tender. The monetary total of these values shall be the CPG.

In this contract the minimum target values shall be as follows:

Labour Maximisation	: 15%
ABE support	10%
HDI	50%

(b) The value of the following item expressed as a percentage of the total number of supervisory staff employed on the contract, as proposed by the tenderer in his tender. In this contract the minimum target value shall be:

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HDI Supervisory Staff: 10%

The tender of a tenderer whose proposed target values are below the minimum set by the employer may be disqualified.

The maximum target values for each category will be the highest of all values submitted in the tenders short-listed for detailed evaluation.

#### **K3 Preferential Procurement Point System Policy**

The Greater Letaba Municipality Procurement Policy is included under section C3.3 Procurement.

#### **K4 Contract Participation Performance (CPP)**

K4.1 The Contractor’s Participation Performance will be measured monthly in order to monitor the extent to which he is striving to reach the Contract Participation Goal (CPG) he proposed in his tender. Failure to reach the CPG will make him liable for a penalty as prescribed in Section C3.3.1.5 of the Preferential Procurement Point System Policy.

#### **K4.2 Monitoring of CPG**

Regular returns will be required from the contractor, to be submitted with each payment certificate.

Examples of the forms to be used are illustrated under Annexure C5.1 of this document.

#### **K5 Training**

No provision for training

#### **T2.1 L EQUITY OWNERSHIP CLAIMED IN TERMS OF HDI STATUS**

##### **1. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 2.8.**

<b>Ownership</b>	<b>Percentage owned</b>	<b>Points claimed</b>
1.1 Equity ownership <b>by persons who</b> had no franchise in the national elections	%	.....

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1.2 Equity ownership **by women** % .....

1.3 Equity ownership by **disabled persons\*** % .....

\*If points are claimed for disabled persons, indicate nature of impairment of a physical, intellectual or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

## 2. DECLARATION WITH REGARD TO EQUITY

2.1 Name of firm : .....

2.2 VAT registration number : .....

2.3 Company registration number : .....

## 2.4 TYPE OF FIRM

<input type="checkbox"/>	Partnership
<input type="checkbox"/>	One person business / sole trader
<input type="checkbox"/>	Close corporation
<input type="checkbox"/>	Company
<input type="checkbox"/>	(Pty) Limited

[TICK APPLICABLE BOX]

## 2.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

## 2.6 COMPANY CLASSIFICATION

<input type="checkbox"/>	Manufacturer
<input type="checkbox"/>	Supplier
<input type="checkbox"/>	Professional service provider
<input type="checkbox"/>	Other service providers, e.g. transporters, etc.

[TICK APPLICABLE BOX]

2.7 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS? .....

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### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

- 2.8 List all Shareholders by Name, Position, Identity Number, Citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 1.**

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

\*Indicate YES or NO

### **2.9 Consortium / Joint Venture**

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

<b>Name of HDI member (to be consistent with paragraph 2.8)</b>	<b>Percentage (%) of the contract value managed or executed by the HDI member</b>

- 2.10 I / we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm certify that points claimed, based on the equity ownership, qualifies the firm for the preference(s) shown and

I / we acknowledge that:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the applicable preference point system.
- (iii) In the event of a contract being awarded as a result of points claimed, the tenderer may be required

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to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

- (iv) If the claims are found to be incorrect, the Greater Letaba Municipality may, in addition to any other remedy it may have –
  - (a) Recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (b) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (c) Impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the bid; and

WITNESSES:

1 ..... ..

SIGNATURE(S) of TENDERER(S)

2 ..... ..

DATE: .....

ADDRESS: .....

.....

.....

.....



**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****RDP1(E) SCHEDULE OF LABOUR CONTENT**

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is 15%. A minimum value of this 15% target value should be obtained from Local Labour content. *See Form T2.1 K item K2.4 (a).*

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
<b>TOTAL</b>			
<b>PERCENTAGE</b>			

**Notes to Tenderer:**

- (1) Labour is defined as hourly paid personnel.
- (2) The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.

SIGNED ON BEHALF OF THE TENDERER: .....

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### RDP2(E) EMPLOYMENT OF ABE'S

Target values of work to be executed by and goods & services to be procured from ABEs shall be 10%. *See Form T2.1 K, item K2.4 (a)*

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
<b>TOTAL</b>				

#### Notes to tenderer:

1. **Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed under Form T2.1 K, item K2.4.**
2. **Tenderers shall insert "unknown" if an SMME/PDI has not been selected prior to tender closing date.**
3. **The penalty for non-compliance during the contract or for fraudulent disclosure is discussed in Section C3.3.1.5.**

SIGNED ON BEHALF ON THE TENDERER .....

**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****RDP3(E) HDI EQUITY IN PROJECT**

The tenderer shall complete the table below

<b>Company Name (In Case of Joint Venture, all JV Partner Names)</b>	<b>Other HDI Equity Share %</b>	<b>Female Equity Share %</b>	<b>Total HDI Equity Share %</b>

**Notes to tenderer:**

The tenderer may be required to provide audited proof of equity distribution. In the case of public listed companies the ratios of equity shareholding are to be replaced by the ratio of HDI and female representativity at directorship level.

SIGNED ON BEHALF OF THE TENDERER .....

**BLOUBERG LOCAL MUNICIPALITY**

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**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

**RDP4(E) HDI SUPERVISORY STAFF**

The minimum value of HDI supervisory staff expressed as a percentage of the total number of staff be 10%. Refer Form T2.1 K, item 2.4(b).

It is proposed to employ the following salaried personnel on this contract as supervisory staff:

**(Note: The Curriculum Vitae of each staff member proposed to be attached to Section T2.3 A)**

Staff Category	Number per Category	HDI Status (Yes or No)
<b>TOTALS</b>		

HDI as percentage of total ..... %

**Notes to tenderer:**

1. If personnel are hourly paid they cannot be classified as supervisory staff, regardless the nature of their duties.
2. The tenderer may be required to provide audited proof that the stated personnel are salaried members of staff or contracted on a monthly fee.
3. Examples of relevant personnel are: Site agent, assistant site agent, senior materials technician, senior surveyors and clerks.

SIGNED ON BEHALF OF THE TENDERER .....

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**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

**RDP5(E) ABE DECLARATION AFFIDAVIT**

It is understood and agreed that should this contract be awarded to me an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER .....

**An example of the SMME/PDI Declaration Affidavit is given in Annexure C5.1.**

# BLOUBERG LOCAL MUNICIPALITY

**CONTRACT No. BM01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

**ANNEURE A**

**TENDERD CONTRACT PARTICIPATION GOAL CALCULATION (SANS 1914-5:2002)**

**A.1 Tender parameters**

Sum tendered (exclusive of any value added tax or sales tax

Required by law)		.....
Less all allowances	.	<u>.....</u>
Net amount		.....

NOTE: The contract participation goal is based on the net amount.

**A.2 achieving the contract participation goal**

I/We intend achieving the contract participation goal (CPG) as follows.

Targeted labour*	Estimated expenditure on wages and allowances (1)	Weighting' (2)	Total (estimated expenditure multiplied by weighting) (1) × (2)
Subcategory 1			
Subcategory 2			
Subcategory 3			
<b>Total towards CPG</b>		<b>2</b>	
* Different target groups may be provided for in the contract. If not, regard all target groups as being target Group 1. 'The weighting is 1,0 unless otherwise provided for in the contract.			

Briefly describe activities in which targeted labour will be engaged.

.....

.....

.....

.....

.....

.....

.....

Total contract participation goal which is likely to be

Achieved in the performance of the contract  $100 \times \frac{2}{1} \dots \dots \dots \% (< 100 \%)$

SIGNED ON BEHALF OF THE TENDERER .....

**BLOUBERG LOCAL MUNICIPALITY**

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**T2.2 OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION**

T2.2 A	DECLARATION OF GOOD STANDING REGARDING TAX .....	T.44
T2.2 B	FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES .....	T.45
T2.2 C	CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION.....	T.46

**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****T2.2 A DECLARATION OF GOOD STANDING REGARDING TAX**

<b>SOUTH AFRICAN REVENUE SERVICES</b>		Tender No: .....
		Closing Date: .....
<b>DECLARATION OF GOOD STANDING REGARDING TAX</b>		
<b>PARTICULARS</b>		
1.	Name of Taxpayer/Tenderer: .....	
2.	Trade Name: .....	
3.	Identification Number: (If applicable)	<input type="text"/>
4.	Company / Close Corporation registration number:	<input type="text"/>
5.	Income Tax reference number:	<input type="text"/>
6.	VAT registration number: (If applicable)	<input type="text"/>
7.	PAYE employer's registration number: (If applicable)	<input type="text"/>
8.	Monetary value of tender:	<input type="text"/>
<b>DECLARATION</b>		
I, ..... the undersigned, the above taxpayer/tenderer, hereby declare that my Income Tax, Pay-As-You-Earn (PAYE) and Value-Added-Tax (VAT) obligations of the above-mentioned taxpayer, which include the rendition of returns and payment of the relevant taxes:		
(i) Have been satisfied in terms of the relevant Acts; or		
(ii) That suitable arrangements have been made with the Receiver of Revenue, ..... to satisfy them. *		
.....	.....	.....
<b>SIGNATURE</b>	<b>CAPACITY</b>	<b>DATE</b>
<b>PLEASE NOTE:*</b> The declaration (ii) cannot be made unless formal arrangements have been made with the Receiver of Revenue with regard to any outstanding revenue/outstanding tax returns.		

**\*Failure to complete the above information will result in the disqualification of the tender.**

(The tenderer is required to submit an original Tax Clearance Certificate from the South African Revenue Services ("SARS") and (TCC PIN) for the verification of Tax Compliant Status)



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**T2.2 B FINANCIAL DETAILS, STATEMENTS AND BANK REFERENCES**

**1. FINANCIAL STATEMENTS**

I/We agree, if required, to furnish a copy of the latest audited set of financial statement together with my/our Director’s and Auditor’s report for consideration by the BLOUBERG LOCAL MUNICIPALITY.

**2. DETAILS OF CONTRACTOR’S BANK ACCOUNT**

I/We furnish the following information:

- a) Name of Bank: .....
  - b) Branch of Bank .....
  - c) Town/city/suburb where bank is situated.....
  - d) Contact Person at the Bank: .....
  - e) Telephone number of Bank: Code: ..... Number: .....
  - f) Account Number: .....
  - g) Bank rating (include confirmation from bank or financial institution): .....
- .....

I/We hereby authorise the Employer to approach the above Bank for a reference.

SIGNED ON BEHALF OF THE TENDERER:.....

DATE: .....

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#### **T2.2 C CONSTRUCTION INDUSTRIES DEVELOPMENT BOARD REGISTRATION**

The tenderer is to affix to this page either:

- Written proof of his registration with the CIDB as a Category 5CE or Higher

Or

- Written proof of his application to the CIDB for registration as a contractor in the category listed above.

Note:

1. Failure to affix such documentation as prescribed to this page shall result in this tender not being further considered for the award of the contract.
2. Should this tender be considered for award of the contract, based on proof of submission of application for registration in the appropriate category with the CIDB, and should proof of such subsequent registration not be forthcoming to the employer by the time of award of the contract, then this tender will no longer be considered for the award of the contract.

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**T2.3 RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT**

T2.3 A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL ..... T.48

T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT ..... T.49

T2.3 C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE ..... T.50

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##### **T2.3 A ORGANOGRAM AND CURRICULUM VITAE OF KEY PERSONNEL**

Tenderer to supply an organogram for the management of the contract and include curricula vitae of key personnel. This curricula vita shall provide evidence of relevant experience of the key staff in the organogram. The personnel included here shall be used on the project unless otherwise agreed by the engineer.

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**T2.3 B PROJECT PROGRAMME AND METHOD STATEMENT**

Tenderer to supply project programme, using acceptable software, in sufficient detail to cover the various facets of the work.

This programme is to be supported by a method statement indicating the tenderer's proposed work plan for the construction of the works.

SIGNED ON BEHALF OF TENDERER:.....

**Note to Tenderer**

**If a tenderer wishes to submit an alternative tender then this form, appropriately completed, and shall be attached to the bill of quantities for the alternative proposal.**

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### T2.3 C SCHEDULE OF ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below. The amounts for contingencies and contract price adjustment shall not be included.

MONTH	VALUE (INCLUDING VAT)
1	R .....
2	R .....
3	R .....
4	R .....
5	R .....
6	R .....
7	R .....
8 (FINAL)	R .....
<p><b>TOTAL: R.....</b></p> <p><b>(EXCLUDING CONTINGENCIES AND CONTRACT PRICE ADJUSTMENT)</b></p>	

SIGNED ON BEHALF OF TENDERER:.....

T.51

## **BLOUBERG LOCAL MUNICIPALITY**

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### **T2.4 MBD FORMS**

The tenderer must complete the following returnable documents:

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MBD 2

### TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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



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MBD 3.1

## PRICING SCHEDULE – FIRM PRICES (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 .....	Closing Date .....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and Model	.....	
-	Country of Origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	*Delivery: Firm/Not firm
-	Delivery basis	.....	

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable



# BLOUBERG LOCAL MUNICIPALITY

CONTRACT No. BM/01/21/22

FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS COMPLEX

MBD 3.2

## PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**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 .....	Closing Date .....

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery: \*Firm/Not firm

\*\* "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable



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MBD 3.2

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICES WILL BE EFFECTIVE

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#### ANNEXURE C

#### MBD 4

#### DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 3.1 Full Name of bidder or his or her representative:.....
  - 3.2 Identity Number: .....
  - 3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....
  - 3.4 Company Registration Number: .....
  - 3.5 Tax Reference Number:.....
  - 3.6 VAT Registration Number: .....
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the state? **YES / NO**
    - 3.8.1 If yes, furnish particulars. ....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official 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.

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

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3.9 Have you been in the service of the state for the past twelve months? .....YES / NO

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? ..... YES / NO

3.10.1 If yes, furnish particulars.

.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars

.....  
.....

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

3.12.1 If yes, furnish particulars.

.....  
.....

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

3.13.1 If yes, furnish particulars.

.....  
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. YES / NO

3.14.1 If yes, furnish particulars:

.....  
.....

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

Full Name	Identity Number	State Employee Number

### CERTIFICATION

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

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

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

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder



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MBD 5

## DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1 Are you by law required to prepare annual financial statements for auditing? **\*YES / NO**

1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

.....  
.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? **\*YES / NO**

2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days. **\*YES / NO**

2.2 If yes, provide particulars.  
.....  
.....  
.....  
.....

\* Delete if not applicable

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3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? **\*YES / NO**

3.1 If yes, furnish particulars

.....

.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? **\*YES / NO**

4.1 If yes, furnish particulars

.....

.....

#### CERTIFICATION

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

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

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

**FALSE.**

.....

Signature .....

Date

.....

Position .....

Name of Bidder

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MBD 6.1

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

### 1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed/not exceed R1 000 000 (all applicable taxes included) and therefore the.....system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
1.3.1.1 <b>PRICE</b>	.....
1.3.1.2 <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	.....
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

### 2. DEFINITIONS

2.1 "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 "B-BBEE status level of contributor" means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on

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Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7 “**consortium or joint venture**” 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;
- 2.8 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9 “**EME**” means any enterprise with annual total revenue of R5 million or less.
- 2.10 “**Firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11 “**functionality**” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12 “**non-firm prices**” means all prices other than “firm” prices;
- 2.13 “**person**” includes a juristic person;
- 2.14 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.17 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

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- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

#### 5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an

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Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

- 5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

#### 6. BID DECLARATION

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

#### 7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: ..... = .....(maximum of 10 or 20 points)

**(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).**

#### 8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted? .....%
- (ii) the name of the sub-contractor? .....
- (iii) the B-BBEE status level of the sub-contractor? .....
- (iv) whether the sub-contractor is an EME? YES / NO (delete which is not applicable)

#### 9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of firm : .....

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9.2 VAT registration number : .....

9.3 Company registration number : .....

## 9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

## 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

## 9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

## 9.7 MUNICIPAL INFORMATION

Municipality where business is situated .....

Registered Account Number .....

Stand Number .....

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

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

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- (d) restrict the bidder or <sup>6</sup> contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

2. ....

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

DATE:.....

ADDRESS:.....

.....

.....

.....



# BLOUBERG LOCAL MUNICIPALITY

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### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

MBD 6.2

#### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9.(1) and 9.(3) make provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
- 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \left( \frac{x}{y} \right) \times 100$$

Where

x imported content  
y bid price excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid as required in paragraph 4.1 below.

#### 1.7. A bid will be disqualified if:

- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and.

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- this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

- 2.1. **“bid”** includes advertised competitive bids, written price quotations or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

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4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below:

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER  
LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF  
EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY  
(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID No.** .....  
**ISSUED BY:** (Procurement Authority / Name of Municipality / Municipal Entity):  
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder  
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286.

(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Bid price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the bid is for more than one product, a schedule of the local content by product shall be attached.

## BLOUBERG LOCAL MUNICIPALITY

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(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# BLOUBERG LOCAL MUNICIPALITY

**CONTRACT No. BM01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

**MBD 7.1**

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

**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)

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.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) 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 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. 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.
4. 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.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE: .....	

**BLOUBERG LOCAL MUNICIPALITY**

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**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

**MBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. 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	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. ....

2. ....

DATE .....

**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

MBD 8

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN  
MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database 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 ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) and can be accessed by clicking on its link at the bottom of the home page.	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website ( <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> ) by clicking on its link at the bottom of the home page.	<input type="checkbox"/>	<input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	<input type="checkbox"/>	<input type="checkbox"/>

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**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

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

### CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**



# BLOUBERG LOCAL MUNICIPALITY

## CONTRACT No. BM01/21/22

### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

MBD 9

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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.

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FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

MBD 9

## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

## BLOUBERG LOCAL MUNICIPALITY

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#### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

MBD 9

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 consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> 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.

## BLOUBERG LOCAL MUNICIPALITY

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MBD 9

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

Js9141w 4

**BLOUBERG LOCAL MUNICIPALITY**

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**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

# **THE CONTRACT**

PART C1	AGREEMENT AND CONTRACT DATA
PART C2	PRICING DATA
PART C3	SCOPE OF WORKS
PART C4	SITE INFORMATION

## BLOUBERG LOCAL MUNICIPALITY

### CONTRACT No. BM01/21/22

#### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

### PART C1: AGREEMENT AND CONTRACT DATA

C1.1	FORM OF OFFER AND ACCEPTANCE.....	D.29
C1.2	AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993) .....	D.33
C1.3	GUARANTEE .....	D.36
C1.4	FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) .....	D.38
C1.5	APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) .....	D.40
C1.6	MINE HEALTH AND SAFETY ACT NO. 29 OF 1996 AND AMENDMENT ACT NO. 72 OF 1997 .....	D.42
C1.7	AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT NO. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT NO. 72 OF 1997) .....	D.44
C1.8	CONTRACT DATA .....	D.46

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**C1.1 FORM OF OFFER AND ACCEPTANCE**

**Offer**

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

**“CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY CONTRACT NO. BM01/20/21“**

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

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

**THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)**

.....

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

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

Signature(s) .....

Name(s) .....

Capacity .....

For the tenderer .....  
(Name and address of organization)

Name and signature of witness ..... Date .....

## **BLOUBERG LOCAL MUNICIPALITY**

### **CONTRACT No. BM01/21/22**

#### **FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

#### **Acceptance**

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

The terms of the contract are contained in:

PART C1 Agreements and contract data, (which includes this agreement)

PART C2 Pricing data

PART C3 Scope of work

PART C4 Site information

And drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which must be signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data at, or just after, the date this agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.



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**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Signature(s) .....

Name(s) .....

Capacity .....

For the Employer .....  
(Name and address or organization)

Name and  
signature of  
witness ..... Date: .....

**Schedule of Deviations**

Item	Deviation Details

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

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

**For the Contractor:**

Signature(s) .....

Name(s) .....

Capacity .....

**BLOUBERG LOCAL MUNICIPALITY**

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**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

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

Name and  
signature of  
witness ..... Date: .....

**For the Employer:**

Signature(s) .....

Name(s) .....

Capacity .....

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

Name and  
signature of  
witness ..... Date: .....

## BLOUBERG LOCAL MUNICIPALITY

### CONTRACT No. BM01/21/22

#### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

#### C1.2 AGREEMENT IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO. 85 OF 1993)

THIS AGREEMENT made at ..... On this the ..... day of ..... in the year..... between the..... MUNICIPALITY (hereinafter called "the Employer") on the one part, herein represented by ..... in his capacity as ..... and delegate of the Employer and..... (hereinafter called "the Principal Contractor") of the other part, herein represented by ..... in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz ..... and has accepted a tender by the Principal Contractor for the construction, completion & maintenance of such works and whereas the Employer and the Principal Contractor have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Principal Contractor with the provisions of the Occupational Health and Safety Act 1993 (Act 85 of 1993 and the Construction Regulation, July 2014);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Principal Contractor shall execute the work in accordance with the contract documents pertaining to this contract.
2. This Agreement shall hold good from its commencement date, which shall be the date of a written notice from the employer or engineer requiring him to commence the execution of the Works, to either:
  - a) the date of the final certificate issued in terms of clause 6.10.1 of the General Conditions of Contract for Construction Works 2015 (3<sup>RD</sup> Edition) as issued by the South African Institution of Civil Engineering (hereinafter referred to as "the GCC 2015"), as contained in the contract documents pertaining to this contract, or
  - b) The date of termination of the contract in terms of clauses 9.1, 9.2 or 9.3 of the GCC 2015.
3. The Principal Contractor declares himself to be conversant with the following:-
  - a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together

## **BLOUBERG LOCAL MUNICIPALITY**

### **CONTRACT No. BM01/21/22**

#### **FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

with its amendments and with special reference to the following Sections of The Act.

- i) Section 8: General duties of employers to their employees.
    - ii) Section 9: General duties of employers and self-employed persons to persons other than employees.
    - iii) Section 37: Acts or omissions by employees or mandatories and
    - iv) Sub-section 37(2) relating to the purpose and meaning of this Agreement.
    - v) Construction Regulations 2014, and other safety regulations, as applicable.
  - b) The procedures and safety rules of the employer as pertaining to the Principal Contractor and to all his sub contractors.
4. The Principal Contractor is responsible for the compliance with the Act by all his sub-contractors, whether or not selected and/or approved by the employer.
  5. The Principal Contractor warrants that all his and his sub-contractors' employees are covered in terms of the Compensation for Occupational Injuries and Diseases Act 1993 which cover shall remain in force whilst any such employees are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
  6. The Principal Contractor undertakes to ensure that he and/or his sub-contractors and/or their respective employees will at all times comply with the following conditions:
    - a) The Principal Contractor shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Principal Contractor shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Principal Contractor obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
    - b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Principal Contractor to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.

**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No. BM01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

- c) The Employer hereby obtains an interest in the issue of any formal enquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Principal Contractor and/or his employees and/or his sub-contractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE EMPLOYER:.....

WITNESS:            1.....            2 .....

NAME

(IN CAPITALS)      1.....            2 .....

SIGNED FOR AND ON BEHALF OF THE PRINCIPAL CONTRACTOR:.....

WITNESS:            1.....            2 .....

NAME

(IN CAPITALS)      1.....            2 .....

**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No. BM01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

**C1.3 GUARANTEE**

**The Municipal Manager  
Blouberg Local Municipality  
P.O.Box 1593  
Senwabaranwa**

CONTRACT.....

I/We, the undersigned, .....

.....

acting herein in my/our capacity as .....

..... and as such duly authorized to represent

.....(Hereinafter referred to as "the

Guarantor") (in the case of a Company a resolution to be attached) do hereby bind the said Guarantor for the

Obligations of .....

(hereinafter referred to as "the Contractor") in terms of the above-mentioned Contract between Blouberg Local Municipality and the said Contractor, and/or for the refund by the Contractor of any excess payments to the Contractor not due and which cannot be recovered from the amount of the retention money to the credit of the Contractor in terms of Clauses 6.2 and 6.10.1 of the General Conditions of Contract 2015, and do further bind the Guarantor as surety and co-principal debtor with the Contractor for any other amounts which may become payable to the said Chief Executive Officer from any cause whatsoever arising from the insolvency of the Contractor.

The Guarantor's liability in terms hereof shall be limited to the sum of R .....

(..... %) of the contract amount) which amount I/we agree to hold at your disposal.

I/we declare that I/we on behalf of the Guarantor am/are fully acquainted with the terms and conditions of the said contract

and the Guarantor undertakes to pay the said amount of R .....

or such portion thereof as may be demanded immediately on receipt of a written demand from you in terms of Clause 6.2 of the General Conditions of Contract 2015. A certificate under your hand shall be sufficient and satisfactory evidence as to the amount of the Guarantor's liability for the purpose of enabling provisional sentence or any similar relief to be obtained against the Guarantor.

It is recorded that this guarantee shall remain in force until all moneys which might become due and payable by the Contractor to the Chief Executive Officer have been paid and you or the said Chief Executive Officer shall always be entitled without your or the Chief Executive Officer 's rights being affected, to release securities, to give time, to compound or to make any other arrangements with the Contractor, and any alteration or variation of the said Contract shall in no way release the Guarantor from liability in terms of this Guarantee.

This Guarantee is neither negotiable nor transferable, and must be surrendered to the Guarantor in the event of the full amount of the Guarantee being paid to your Agency.

This Guarantee shall lapse upon the issue of the Completion Certificate in terms of Clause 5.14.4 of the General Conditions of Contract 2015.

SIGNED at ..... on this ..... day of ..... 20.....

AS WITNESSES:

**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No. BM01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

1. .... GUARANTOR  
ADDRESS:.....  
.....
2. ....  
ADDRESS:.....  
.....

**STAMP DUTY AND ENDORSEMENT**

STAMP DUTY WILL BE REQUIRED AS SHOWN BELOW

(i) **GUARANTEE PROVIDED BY BANK**

Five (5) cents for every R100.00 or part thereof

Maximum Duty R20.00 item 20(1) of Schedule 1 of Stamp Duties Act, 1968 (Act 77 of 1968)

(ii) **GUARANTEE PROVIDED BY INSURANCE COMPANY**

No duty

The document constitutes a policy of insurance under the Insurance Act, 1943 (Act 27 of 1943)

**ENDORSEMENT**

In all cases the Deed of Suretyship must be inscribed with the number of the guarantee of policy, as applicable.

## BLOUBERG LOCAL MUNICIPALITY

### CONTRACT No. BM01/21/22

#### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

#### **C1.4 FORM AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

THIS AGREEMENT made at .....on this the .....day of .....in the year..... between **Blouberg Local Municipality** (hereinafter) called “the Employer”) of the one part, herein represented by ..... in his capacity as .....and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and .....in his capacity as ..... and being duly authorised by virtue of a resolution appended hereto as

Annexure A:

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Contractor shall himself obtain the Mining Authorisation for the sites.
2. The Contractor shall assume responsibility for the Environmental Management Programmes (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract.
3. The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract.
4. This Agreement shall hold good from the date on which the Mining Authorisation is issued until the date on which a Closure Certificate is issued in terms of the Minerals Act, 1991.
5. Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Engineer regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.1 of the General



# BLOUBERG LOCAL MUNICIPALITY

## CONTRACT No. BM01/21/22

### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Conditions of Contract (2015).

- 6. The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended.
- 7. The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.

In witness thereof the parties have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED ON BEHALF OF THE EMPLOYER .....

AS WITNESS:

1. .... 2. ....

NAME (Print): ..... NAME(Print): .....

SIGNED ON BEHALF OF THE CONTRACTOR .....

AS WITNESS:

1. .... 2. ....

NAME (Print): ..... NAME (Print): .....

# BLOUBERG LOCAL MUNICIPALITY

## CONTRACT No. BM01/21/22

### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

#### C1.5 APPOINTMENT IN TERMS OF SECTION 4 OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)

I ..... in my capacity as ..... of the Employer, the..... MUNICIPALITY who is the owner of the Mine(s) state name(s) or state "to be worked under the requirements of the above mentioned, hereby appoint .....in his capacity as ..... of the Contractor to perform all functions entrusted to the Employer by Sections 2 and 3 of the Act, as amended

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME (Print): 1..... 2.....

I hereby accept the above appointment

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME(Print):1. .... 2. ....

#### Note to tenderer:

The person appointed by the Employer in terms of Section 4 of the above Act, as amended, having accepted the appointment, is required under Section 3 of the Act as amended to appoint one or more Managers to be responsible for the day to day management and operation of the mine. The form of appointment, completed and signed, shall be submitted by the successful tenderer for the approval of the Employer before the Contract is signed.

I,..... having been appointed in terms of Section 4 of

# BLOUBERG LOCAL MUNICIPALITY

## CONTRACT No. BM01/21/22

### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

the Act, as amended to perform all functions entrusted to the Employer by Sections 2 and 3 of the act, as amended, hereby appoint ..... in his capacity as ..... of the Contractor.....as Manager, who, in terms of Section 3 of the Act, as amended, will be responsible for the day to day management and operation of the mine(s).

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME (Print):1. .... 2. ....

I hereby accept the above appointment:

SIGNED: .....

DATE: .....

WITNESS: 1. .... 2. ....

NAME (Print):1. .... 2. ....

## BLOUBERG LOCAL MUNICIPALITY

### CONTRACT No. BM01/21/22

#### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

#### C1.6 MINE HEALTH AND SAFETY ACT No. 29 OF 1996 AND AMENDMENT ACT No. 72 OF 1997

##### DEFINITIONS:

Section 102 of the Mine Health and Safety Act refers.

“mine” means, when –

- (a) “used as a noun-
  - (i) any borehole, or excavation, in any tailing or in the earth, including the portion of the earth that is under the sea or other water, made for the purpose of searching for or winning a mineral, whether is being worked or not, or
  - (ii) any other place where a mineral deposit is being exploited, including the mining area and all buildings, structures, machinery, mine dumps, access roads or objects situated on or in that area that are used or intended to be used in connection with searching, winning, exploiting or processing of a mineral, or for health and safety purposes. But, if two or more excavations, boreholes or places are being worked in conjunction with one another
  - (iii) a works; and
- b) Used as a verb, the making of any excavation or borehole referred to in paragraph (a) (i), or the exploitation of any mineral deposit in any other manner, for the purpose of winning a mineral including prospecting in connection with the winning of a mineral.
  - a) whether that substance is in solid, liquid or gaseous form;
  - b) that occurs natural in or on the earth, in or under water or in tailings, and
  - c) that has been formed by or subjected to a geological process.

“processing” means the recovering, extracting, concentrating, refining, calcimining, classifying, crushing, milling, screening, washing, reduction, smelting or gasification or any mineral, and “process” has a similar meaning

“works” means any place, excluding a mine, where any person carries out-

## **BLOUBERG LOCAL MUNICIPALITY**

### **CONTRACT No. BM01/21/22**

#### **FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

- a) The transmitting and distributing to another consumer of any form of power from a mine, by the owner thereof, to the terminal point of bulk, to the power supply meter on any such other consumer's premises, or
- b) Training at any central rescue station, or
- c) The making, repairing, re-opening or closing of any subterranean tunnel, or
- d) Any operations necessary in connection with any of the operational listed in this paragraph.

## BLOUBERG LOCAL MUNICIPALITY

### CONTRACT No. BM01/21/22

#### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

#### **C1.7 AGREEMENT IN TERMS OF THE MINE HEALTH AND SAFETY ACT, (ACT No. 29 OF 1996) AS AMENDED BY THE MINE HEALTH AND SAFETY AMENDMENT ACT (ACT No. 72 OF 1997)**

THIS AGREEMENT made at .....on this the .....day of .....in the year..... between **Blouberg Local Municipality** (hereinafter) called “the Employer”) of the one part,

Here in represented by ..... in his capacity as.....and delegate of the Employer in terms of the Employer’s standard powers of delegation pursuant to the provisions of Act No. 7 of 1998 and .....in his capacity as ..... and being duly authorised by virtue of a resolution appended hereto as

a resolution appended hereto as Annexure A:

WHEREAS the Employer is desirous that certain works be constructed, (insert contract title) and has accepted a tender by the Contractor for the construction, completion and maintenance of such works and whereas the Employer and the contract have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Contractor with the provisions of the Mine Health and Safety Act (Act 29 of 1996); as amended by the Mine Health and Safety Amendment Act (Act No. 27 of 1997).

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The contractor shall obtain the Mining Authorisation for the particular site where mining activities, as defined in the Mine Health and Safety Act, No. 29 of 1996 as amended, are to be conducted.
2. The contractor shall assume responsibility for the Environmental Management Programme (EMPR) in respect of the site and shall ensure that the site is rehabilitated at the conclusion of the contract.
3. The contractor declares himself to be conversant with:
  - a) all the requirements, regulations and standards of the Act, together with its amendments.
  - b) the procedures and safety rules of the Employer as pertaining to the Contractor and to all his sub-contractors.

**BLOUBERG LOCAL MUNICIPALITY**

**CONTRACT No. BM01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

- 4. The contractor is responsible for the compliance with the Act and its amendments by all his subcontractors, whether or not selected and/or approved by the Employer.

SIGNED ON BEHALF OF THE EMPLOYER .....

AS WITNESS:

1. .... 2. ....

NAME (Print): ..... NAME(Print): .....

SIGNED ON BEHALF OF THE CONTRACTOR .....

AS WITNESS:

1. .... 2. ....

NAME(Print): ..... NAME(Print): .....

# GREATER LETABA MUNICIPALITY

## CONTRACT No. GLM018/2016

### FOR THE CONSTRUCTION OF MADUMELENG/SHOTONG SPORTS COMPLEX

#### C1.8 CONTRACT DATA

##### C1.8.1 Contract Specific Data

The Conditions of Contract are the General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering. (GCC).

#### Section 1: Data provided by the Employer

Clause	
1.1.1.5	Clause 1.1.1.5 of the GCC is replaced by the following: The "Commencement date" shall be the date the site is handed over to the Contractor.
1.1.1.15	The employer is the <b>BLOUBERG LOCAL MUNICIPALITY</b> .
1.1.1.17	The Engineer is <b>T2TECH ENGINEERS PTY LTD</b>
1.2	The employer's address for receipt of communication is:  Telephone: (015) 505 7100 e-mail: ..... Address: P.O.Box 1593 Senwabarwana, 0790
1.1.1.17	The engineer is T2Tech Consulting Engineers
1.2	The engineer's address for receipt of communication is:  Telephone:015 291 3320, T Makgoka: 067 124 6020 e-mail:t2ce@mweb.co.za / office@t2tech.co.za Address: 16A Church street , Maweja House, Polokwane
	The special non working days are public holidays, Saturdays and Sundays.
1.1.1.12	The year end break commences on 15 December 2021 and ends on 04 January 2022.
3.2.1	The engineer is required in terms of his appointment with the employer to obtain the following specific approvals from the employer: e.g. 1. Approval of extension of time; 2. Approval of additional costs; 3. Approval of variation orders; 4. Approval of penalties;
6.2	The Guarantee is to contain the <b>same wording</b> as the document included as C1.3 under returnable documents.



## BLOUBERG LOCAL MUNICIPALITY

### CONTRACT No. BM01/21/22

#### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

Clause																					
6.2	The amount of the Guarantee is to be <b>10%</b> of the Contract Price.																				
6.2	The Guarantee is to be delivered 14 days after the Letter of Acceptance.																				
5.3	The Works are to be commenced within 14 days of the Site Handover Date.																				
5.6.3	The Works programme is to be delivered within 7 days of the Site Handover date:																				
8.6	The amount to be included in the sum insured to cover the value of: Tendered amount.																				
8.6.1.1.2	a) Materials supplied by the employer for incorporation into the works is Nil																				
8.6.1.1.3	b) Professional fees not included in the Contract Price is NIL																				
8.6.1.3	The limit of the liability insurance required is R10%																				
8.6.1.5	The following additional and varied insurances are required: NIL																				
6.5.1.1	Day work allowances as tendered in Section 1800 of the Bill of Quantities: Materials at cost plus 10%.																				
5.5.1	The Works shall be completed within 6 months as envisaged by the employer.																				
5.13.1	The penalty for delay is 0.06% of Contract price per working day or part thereof.																				
6.8.2	<p>The value of payment certificates is to be adjusted in accordance with the Contract Price Adjustment Schedule, where</p> <p>The value of "x" is 0,150 The values of the co-efficients are:</p> $(1-x) \left[ \frac{aL_t}{L_o} + \frac{bP_t}{P_o} + \frac{cM_t}{M_o} + \frac{dF_t}{F_o} - 1 \right]$ <p>Fixed : Estimate less than R10 000 000 or period less than 6 months</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 35%;">New Road Construction</th> <th style="width: 35%;">Rehabilitation</th> <th style="width: 15%;">Labour Intensive</th> </tr> </thead> <tbody> <tr> <td>x =</td> <td>0,150</td> <td>...</td> <td>...</td> </tr> <tr> <td>a =</td> <td>0,25</td> <td>0,26</td> <td>...</td> </tr> <tr> <td>b =</td> <td>0,30</td> <td>0,30</td> <td>...</td> </tr> <tr> <td>c =</td> <td>0,37</td> <td>0,37</td> <td>...</td> </tr> </tbody> </table>		New Road Construction	Rehabilitation	Labour Intensive	x =	0,150	...	...	a =	0,25	0,26	...	b =	0,30	0,30	...	c =	0,37	0,37	...
	New Road Construction	Rehabilitation	Labour Intensive																		
x =	0,150	...	...																		
a =	0,25	0,26	...																		
b =	0,30	0,30	...																		
c =	0,37	0,37	...																		

**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

Clause	
	<p>d = 0,08    0,07    ...</p> <p>“L” is the “Labour Index” and shall be the “Consumer Price Index” for the urban area specified in the Contract, as published in the Statistical Release P0141.1 in table 21 of Statistics South Africa.</p> <p>“P” is the “Plant Index” and shall be the “Civil Engineering Plant” index as published in the Statistical Release P0142.1 in table 16 of Statistics South Africa.</p> <p>“M” is the “Materials Index” and shall be the price index for “Civil Engineering (Materials)” as published in the Statistical Release P0142.1 in table 15 of Statistics South Africa.</p> <p>“F” is the “Fuel Index” and shall be the index for “Civil Engineering” as published in Statistical Release P0142.1 Table 16 of Statistics South Africa.</p> <p>The suffix “o” denotes the basic indices applicable to the base month, which shall be the month prior to the month in which the closing date for the tender falls.</p> <p>The suffix “t” denotes the current indices applicable to the month in which the last day of the period falls to which the relevant payment certificate relates.</p> <p>If any index relevant to any particular certificate is not known at the time when the certificate is prepared, the Engineer shall estimate the value of such index. Any correction, which may be necessary when the correct indices become known, shall be made by the Engineer in subsequent payment certificates.</p> <p>The urban area nearest the site is <b>Senwabarwana Town</b></p> <p>The base month <b>is November</b> (<i>the month prior to the month in which the closing date of the tender falls</i>)</p>
6.10.1.5	The percentage limit on materials not yet built into the Permanent Works is 10%.
6.10.3	The percentage retention is 10% of the tender sum (excluding CPA and VAT).
6.10.3	The limit of retention money is 10% of the tender sum (excluding CPA and VAT)
6.10.4	Minimum amount of interim payment certificate is R2 000.00
49.6	A Retention Money Guarantee <b>is</b> permitted.

**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

<b>Clause</b>	
7.8.1	The Defects Liability Period is twelve (12) calendar months after final completion date.
10.5.2	Disputes are to be referred to mediation
10.7.1	Disputes are to be referred for final settlement to arbitration or South African Court Law
	Time within which payment to contractor for works done must be made: 21 days after measurement of Works by ER.
	Interest to be paid by Client on delayed payment: Prevailing commercial Bank interest rate.

**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****Section 2: Data provided by the Contractor**

<b>Clause</b>	
1.1.1.9	The contractor is .....
1.2.1	The contractor's address for receipt of communication is:  Telephone: ..... Facsimile: .....  e-mail:.....  Address:.....
6.5.1.2	The percentage allowances to cover all charges for the contractor's and subcontractor's profits, timekeeping, clerical work, insurance, establishment, superintendence and the use of hand tools is .....%.
5.12.1	The Works shall be completed within ..... months as proposed by the contractor.
6.8.3	The rate for special materials, exclusive of Value Added Tax is to be completed in Schedule T2.3 C.

# **BLOUBERG LOCAL MUNICIPALITY**

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## **PART C2: PRICING DATA**

C2.1	PRICING INSTRUCTIONS .....	D.52
C2.2	BILL OF QUANTITIES .....	D.56
C2.3	SUMMARY OF BILL OF QUANTITIES .....	D.82

**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****C2.1 PRICING INSTRUCTIONS****1. GENERAL**

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Tenderer has taken into account when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, Engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

**2. DOCUMENTS MUTUALLY EXPLANATORY**

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Tender Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

**3. DEFINITIONS**

For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

**Unit:** The unit of measurement for each item of work as defined in the Scope of Work and Site Information.

**Quantity:** The number of units of work for each item.

**Rate:** The payment per unit of measurement at which the Contractor Contracts to do the work.

**Amount:** The product of the quantity and the rate Tendered for an item.

**Sum:** An amount Contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units

## BLOUBERG LOCAL MUNICIPALITY

### CONTRACT No. BM01/21/22

#### FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

#### 4. DESCRIPTIONS

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised Specification, read together with the relevant Clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment Clause of the applicable Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

#### 5. REFERENCES

The Clauses in a specification in which further information regarding the schedule item can be obtained appears under "Reference Clause" in the Bill. The reference Clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the Contract documents. Standardised Specifications are identified by the letter or letters which follow SANS in the SANS 1200 series of specifications, eg. G for SANS 1200 G.

#### 6. UNITS OF MEASUREMENT

The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre pass
ha	=	hectare
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> km	=	cubic metre kilometre
l	=	litre
kl	=	kilolitre
kg	=	kilogram
t	=	ton (1000 kg)
No	=	number
mn	=	meganewton
mn-m	=	meganewton-metre
%	=	per cent
kW	=	kilowatt
Kn	=	kilonewton
PC sum	=	prime cost sum
Prov sum	=	provisional sum

## **BLOUBERG LOCAL MUNICIPALITY**

### **CONTRACT No. BM01/21/22**

#### **FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

##### **7. NET MEASUREMENTS**

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

##### **8. QUANTITIES**

The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.

The Contract Amount to be determined in accordance with the conditions of Contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

##### **9. CURRENCY**

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

##### **10. VALUE ADDED TAX**

Value Added Tax shall be excluded from the rates and sums Contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

##### **11. RATES AND PRICES**

###### **11.1 General**

- a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bill of Quantities will not be acceptable.
- b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts Contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.
- d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.



## **BLOUBERG LOCAL MUNICIPALITY**

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#### **FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

- e) Should the Contractor group a number of items and Contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.
- f) Should the Contractor indicate against any item that compensation for such item is included in another item; the rate for the item included in another item shall be deemed nil.
- g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

#### **11.2 "Rate only" items**

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

#### **11.3 Arithmetic**

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

If there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the Tender Offer will be corrected by the Employer in determining the Contract Price.

Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price.

### **12. VARIATION IN TEXT**

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM/01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS COMPLEX****C2.2 BILL OF QUANTITIES****IMPLEMENTATION OF PINKIE SEBOTSE SPORTS FACILITY PROJECT  
BILL OF QUANTITIES**

ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		<b>SABS 1200A</b>	<b>SECTION A: PRELIMINARY AND GENERAL</b>				
			SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEM				
A.1		PSA 8.3.1	Fixed preliminary and general charges	Sum	1		
A.2		PSA 8.3.2	Value - related preliminary and general charges	Sum	1		
A.3		8.3.2	Establishment of Facilities on the Site:				
A.3.1		8.3.2.1	Facilities for Engineer:				
A.3.1.1			Furnished Office	Sum	1	R52,000.00	R52,000.00
A.3.1.2			Cellular Telephone	No.	2	R4,000.00	R8,000.00
A.3.1.3		PSAB 3.1	One Name board	Sum	1		
		8.4	SCHEDULED TIME-RELATED ITEMS				
A.7		8.4.1	Contractual Requirements/time related obligation	Month	6		
<b>TOTAL CARRIED OVER</b>							<b>R</b>

**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****IMPLEMENTATION OF PINKIE SEBOTSE SPORTS FACILITY PROJECT****SCHEDULE OF QUANTITIES**

ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
A.11	PSA 8.5	<b>SUMS STATED PROVISIONALLY BY THE ENGINEER:</b>				
A.11.1		Compliance with the Occupational Health and Safety Act and Construction Regulations 2014 ( Including Safety File and Plan)	Sum	1		
A.11.2		Appointment of OHS Agent as per Construction Regulations 2014 clause 5(5) and 5(7)	Prov. Sum	1	R75,000.00	R75,000.00
<b>TOTAL CARRIED OVER</b>						

## BLOUBERG LOCAL MUNICIPALITY

**CONTRACT No. BM01/21/22**

**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

**IMPLEMENTATION OF PINKIE SEBOTSE SPORTS FACILITY PROJECT**

**SCHEDULE OF QUANTITIES**

ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						<b>R75,000.00</b>
A.11.5		Allowance for the appointment of Environmentalist to conduct Environmental Impact Assessment, WULA & Borrow pit licencing application, Including Monitoring & Close out	Prov. Sum	1	R220,000.00	R220,000.00
A.11.7		Contractors charges on Items from A.11.2, A.11.3 & A.11.5	%	R295,000.00	.....% R	
		Community Liason :				
A.11.8		Payment of Community liaison services and expences	Prov. Sum	6	R4,000.00	R24,000.00
A.11.9		Contractors charges on Item A.11.9	%	24000	.....% R	
A.12	PSA 8.6	PRIME COST ITEMS				
A.12.1		Additional tests required by the Engineer	Prov. Sum	1	R55,000.00	R55,000.00
A.12.2		Contractors charges on Item A.12.1	%	55000	.....% R	
A.13	PSA8.8.4	Location and Protection of existing services	Sum	1	R10,000.00	R10,000.00
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						<b>R</b>

**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****IMPLEMENTATION OF PINKIE SEBOTSE SPORTS FACILITY PROJECT****BILL OF QUANTITIES**

ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SABS 1200C	<b>SECTION B: SITE CLEARANCE</b>				
B.1	LI	PSC8.2.1	Clear and grub for the entire sports facility	ha	8		
B.2		8.2.2	Remove and grub large trees and tree stumps of girth				
B.2.1			Over 1m and up to and including 2m	No	5		
B.2.2			Over 2m and up to and including 3m	No	2		
B.3		8.2.9	Transport material and debris to unspecified sites and dump	m <sup>3</sup> .km	24000		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>							<b>R</b>

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IMPLEMENTATION OF PINKIE SEBOTSE SPORTS FACILITY PROJECT

## BILL OF QUANTITIES

ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>SECTION C: EARTHWORKS</b>							
<b>Earthworks</b>							
C.1		SABS 1200D	8.3.1 Site Preparations				
C.1.1	LI		8.3.1.2 Remove topsoil to nominal depth of 150mm, stockpile and maintain	m <sup>2</sup>	34562		
C.2.1		SANS 1200DM	8.3.4 Cut to fill Compact to 90% of modified AASHTO maximum density	m <sup>3</sup>	16404		
C.2.2			Borrow to fill Compact to 90% of modified AASHTO maximum density	m <sup>3</sup>	7952		
C.2.3			Extra-over for item C.2.1 above for: Hard rock excavation	m <sup>3</sup>	120		
C.3		SABS 1200DM	8.3.3 Treatment of field bed				
C.3.1	LI		Rip and compact 150mm Insitu material, to 93% ModAASHTO	m <sup>3</sup>	4889		
C.4		SABS 1200D	8.3.4(a) Extra-over for importation of materials from commercial sources:				
C.4.1	LI		a) Football/rugby/Softball field/Athletic Tracks				
C.4.1.2			50mm of 19mm crusher run stone for subsoil drainage	m <sup>3</sup>	286		
C.4.1.3			50mm Crusher run base coarse layer	m <sup>3</sup>	665		
C.4.1.4			25mm coarse river sand	m <sup>2</sup>	13300		
C.4.1.5			100mm weed free topsoil	m <sup>3</sup>	1330		
C.4.1.6			50mm compost layer	m <sup>3</sup>	665		
C.4.2			b) Athletic Track				
C.4.2.1			100mm G5 gravel	m <sup>3</sup>	600		
<b>TOTAL CARRIED OVER</b>							<b>R</b>

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ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD R</b>						
C.4.3	LI	b) Combo Courts				
C.4.3.1		60mm G1 crusher run, levelled and compacted, and sprayed with SS60 bitumen at @ 0.97Lm2	m3	115		
C.4.3.2		50mm layer of 13.2mm road stone, levelled and rolled into position, and sprayed with bitumen at @ 0.97Lm2	m3	96		
C.4.3.3		50mm layer of 6.7mm road stone, levelled and rolled into position, and sprayed with bitumen at @ 0.97Lm2	m3	96		
C.4.3.4		Provision of 25mm layer of river sand, levelled and rolled	m <sup>2</sup>	1911		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						<b>R</b>

# BLOUBERG LOCAL MUNICIPALITY

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IMPLEMENTATION OF PINKIE SEBOTSE SPORTS FACILITY PROJECT

## BILL OF QUANTITIES

ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>SECTION D: FOOTBALL/RUGBY FIELD, ATHLETICS TRACK AND GRAND STANDS</b>							
D.1	LI	SABS 1200DM 8.3.13	Surface Finishes				
D.1.1			Procurement and Instalation kikuyu grass for Football/Rugby Field	m <sup>2</sup>	8,800.00		
D.1.2			Fertiliser	m <sup>2</sup>	8,800.00		
D.2		SABS 1200	<b>Irrigation</b>				
D.2.1			Provision for manual irrigation system	Prov. Sum	1	R150,000.00	R150,000.00
D.3			Handling cost in terms of Item D.2.1	Item	150000	.....% R	
D.3			<b>Subsoil drainage</b>				
			Excavate, supply, lay, bed for 110mm Perforated lateral drain pipes complete with a 'Bidum' Hessian layer and as per specification on drawings	m	200		
D.3.1			Excavate, supply, lay, bed for 160mm main drain pipes	m	250		
D.4	LI		<b>Line Markings</b>				
D.4.1			Setting out and marking 120mm wide dermacation white lines for Rugby playfield	m	1200		
D.4.2			Setting out and marking 120mm wide dermacation yellow lines for Football playfield	m	570		
<b>TOTAL CARRIED OVER</b>							<b>R</b>



**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****IMPLEMENTATION OF PINKIE SEBOTSE SPORTS FACILITY PROJECT****BILL OF QUANTITIES**

ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						<b>R</b>
D.5		<b>Specialist Items</b>				
D.5.1		Supply and install 2 sets of steel portable Football goal posts complete with nets as per the specification on drawings	No	2		
D.5.3		Supply and install 2 manual scoreboard for Football and Rugby as per the specification on drawings	No	2		
		Supply and installation of grand stand East wing (Steel structure)	Psum	1	R250,000.00	R250,000.00
D.5.4		Changing Rooms and Ablution Facility and complete as per the specification on drawings	Psm	1	R350,000.00	R350,000.00
D.5.5		Ablution Facility for spectators complete as per the specification	No	1	R270,000.00	R270,000.00
		Handling cost in terms of Items D.5.4 & 5.5)	Item	870000	.....% R	
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						<b>R</b>

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## FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

IMPLEMENTATION OF PINKIE SEBOTSE SPORTS FACILITY PROJECT

### BILL OF QUANTITIES

ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>SECTION E: COMBO COURTS</b>							
<b>Nettball Court and Details Drawing No: 008</b>							
<b>Tennis Court and Details Drawing No: 009</b>							
<b>Basketball Court and Details Drawing No: 010</b>							
<b>Volleyball Court and Details Drawing No: 011</b>							
E.1	LI	SABS 1200DM 8.3.13	Surface Finishes				
E.1.1			Supply and apply one layer of slurry seal	m <sup>2</sup>	1911		
E.1.2			Supply and apply three layers of all weather surfacing mastic layer	m <sup>2</sup>	5732		
E.1.3			Supply and apply paint on the last layer	m <sup>2</sup>	1911		
E.2	LI		<b>Line Markings</b>				
E.2.1			Dermacation 50mm wide yellow lines for Netball playfield	m	165		
E.2.2			Dermacation 50mm wide white lines for Tennis playfield	m	162		
E.2.3			Dermacation 50mm wide yellow lines for Basketball playfield	m	285		
E.2.4			Dermacation 50mm wide white lines for Volleyball playfield	m	82		
E.3		SABS 1200	<b>Specialist Items</b>				
E.3.1			Supply and install 2 sets of Netball goal posts complete with nets as per the specification on drawings	No.	2		
E.3.2			Supply and install Tennis portable posts drawings	No.	1		
E.3.3			Supply and install 2 sets of Basketball goal posts complete with nets and backboards as per the specification on drawing	No.	2		
<b>TOTAL CARRIED OVER</b>							<b>R</b>

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## FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

### IMPLEMENTATION OF PINKIE SEBOTSE SPORTS FACILITY PROJECT BILL OF QUANTITIES

ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
E.3.4		Supply and install Volleyball portable posts complete with net as per the specification on drawings	No.	1		
E.5		<b>Equipment and Accessories</b>				
E.5.1		Supply and install Benches and Tennis umpire chairs	Prov. Sum	1	R15,000.00	R15,000.00
		Hundling cost and [rofit on item (E.5.1)	Item	15000	.....% R	
E.8	LI	<b>Fencing</b>				
		Supply and install fence and complete as follows:				
E.8.1		72 x 2mm round tubing corner poles, 51 x 2mm round tubing intermediate poles(4m apart), 32 x 2mm round tubing top rail, 31 x 2mm joining pipe, 3.6m x 50mm x 2mm fully galvanised diamond mesh, 900mm x 1.8m gate with gates post,3 mm straining wire, 1.6mm binding wire, caps on top of poles: e.t.c	m	330		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						

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ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
			<b>SECTION G: WATER SUPPLY LINE</b>				
		SANS 1200DB	EARTHWORKS				
G.1	LI	8.2.1	Remove topsoil to nominal depth of 150mm and stockpile	m <sup>2</sup>	255		
G.2		8.3.2	Excavation				
G.2.1			a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material	m <sup>3</sup>	327		
G.2.2			b) Extra-over for item G.1 above for:				
G.2.2.1			Intermediate excavation	m <sup>3</sup>	33		
G.2.2.2			Hard rock excavation	m <sup>3</sup>	8		
G.2.2.3			Hand excavation and backfill where ordered by the Engineer	m <sup>3</sup>	39		
G.3		8.3.3	Excavation ancillary				
G.3.1		8.3.3.1	Make up deficiency in backfill material				
G.3.1.1			a) from other necessary excavations on site	m <sup>3</sup>	64		
G.3.1.2			b) by importation from designated borrow pits	m <sup>3</sup>	32		
G.3.1.3			c) by importation from commercial sources	m <sup>3</sup>	32		
G.3.2		8.3.3.2	Opening and closing down of designated borrow pit	Sum	1		
G.3.3		8.3.3.4	Overhaul				
G.3.3.1			Limited overhaul (Provisional)	m <sup>3</sup> .km	159		
G.3.3.2			Long overhaul (Provisional)	m <sup>3</sup> .km	319		
		SABS 1200LB	BEDDING (Pipes):				
G.4		8.2.1	Provision of bedding material from trench excavations				
G.4.1			b) Selected fill material	m <sup>3</sup>	33		
<b>TOTAL CARRIED OVER</b>							<b>R</b>

## BLOUBERG LOCAL MUNICIPALITY

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**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

### BILL OF QUANTITIES

ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>							
G.5		8.2.2	Supply only of Bedding by importation				
G.5.3		8.2.2.1	From other commercial sources				
G.5.3.1			b) Selected fill material	m <sup>3</sup>	51		
G.6		8.2.3	Bedding Cradle of selected granular material	m <sup>3</sup>	114.75		
		SABS 1200L	<u>MEDIUM - PRESSURE PIPELINES</u>				
G.7	LI	8.2.1	Supply, lay, bed, test and disinfect pipes complete with Couplings:  <u>Pipes</u>				
G.7.1			32mm Dia. Class 8 HDPE	m	180		
G.7.2			50mm Dia. Class 9 u PVC	m	366		
G.7.3			75mm Dia. Class 9 u PVC	m	270		
G.8	LI	8.2.2	Extra over Item G.7 for the supplying, laying, bedding of specials, complete with couplings:  <u>Bends</u>  <u>50mm Dia. uPVC</u>				
G.8.1			11.25°	No	2		
G.8.2			22.5°	No	2		
G.8.3			45°	No	4		
G.8.4			90°  <u>75mm Dia. uPVC</u>	No	1		
G.8.5			11.25°	No	1		
G.8.6			22.5°	No	1		
G.8.7			45°	No	2		
G.8.8			90°	No	2		
<b>TOTAL CARRIED OVER</b>							

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CONTRACT No. BM01/21/22

## FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

IMPLEMENTATION OF PINKIE SEBOTSE SPORTS FACILITY PROJECT

### BILL OF QUANTITIES

ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>							
G.8.9			<u>Cast iron equal tee:</u> 32 x 32 x 32	No	2		
G.8.10			50 x 50 x 50	No	1		
G.8.11			75 x 75 x 75	No	2		
G.8.14			50mm Dia.	No	3		
G.8.15			75mm Dia.	No	2		
<u>Plasson Saddles</u>							
G.8.16			50mm Dia.	No	2		
G.8.17			75mm Dia.	No	2		
<u>VALVES</u>							
G.9	LI	8.2.3	Extra over Item G.7 for the supplying, laying, bedding, and testing of valves as per the drawings:				
<u>Isolation Valves</u>							
G.9.1			32mm Dia.	No	0		
G.9.2			50mm Dia.	No	2		
G.9.3			75mm Dia.	No	4		
G.10	LI	8.2.11	<u>Anchor or Thrust Block and Pedestals</u>				
G.10.1			Rate to include excavation, material and placing	m <sup>3</sup>	7		
G.11	LI	SABS 1200LF	Construct Communal Standpipe complete, including saddles, as per the specification on the drawings	No.	6		
<b>TOTAL CARRIED OVER</b>							

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### IMPLEMENTATION OF PINKIE SEBOTSE SPORTS FACILITY PROJECT BILL OF QUANTITIES

ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>							
G.12		SABS 1200HA	<u>Elevated Tank .HD Bolts and Miscellaneous Metal Work</u>  The rate shall cover the cost of design supplying, preparation, painting, galvanizing, fixing or casting into concrete, cleaning and finishing, complete according to SABS 0329				
G.12.1			Supply and install Elevated Tank with Two (2) of 10,000lt jojo tanks complete with all the connections and a 10m support structure	No.	1		
			<u>Sundry items</u>				
G.12.3			Sterilization of elevated tank	Sum	1		
G.12.4			Lightning protection	Sum	1		
G.13			<u>Borehole</u>				
G.13.1			The rate shall cover the cost of design supplying, construction, testing of Borehole	Prov. Sum	1	R150,000.00	R150,000.00
G.13.2			Treatment package for treating water to the required quality	Prov. Sum	1	R55,000.00	R55,000.00
			Handling cost in terms of items G.13.1/2)	Item	205,000.00	.....% R	
<b>TOTAL CARRIED FORWARD TO SUMMARY R</b>							

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IMPLEMENTATION OF PINKIE SEBOTSE SPORTS FACILITY PROJECT

## BILL OF QUANTITIES

ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
			<b>SECTION H: SEWER INFRASTRUCTURE</b>				
		SANS 1200DB	EARTHWORKS				
H.1	LI	8.2.1	Remove topsoil to nominal depth of 150mm and stockpile	m <sup>2</sup>	165		
H.2		8.3.2	Excavation				
H.2.1			a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material	m <sup>3</sup>	212		
H.2.2.1			b) Extra-over for item 1.2 above for:				
H.2.2.2			Intermediate excavation	m <sup>3</sup>	21		
H.2.2.3			Hard rock excavation	m <sup>3</sup>	5		
H.2.2.4			Hand excavation and backfill where ordered by the Engineer	m <sup>3</sup>	25		
H.2.3		8.3.3	Excavation ancillary				
H.2.3.1		8.3.3.1	Make up deficiency in backfill material				
H.2.3.1.1			a) from other necessary excavations on site	m <sup>3</sup>	274		
H.2.3.1.2			b) by importation from designated borrow pits	m <sup>3</sup>	137		
H.2.3.1.3			c) by importation from commercial sources	m <sup>3</sup>	137		
<b>TOTAL CARRIED OVER</b>							<b>R</b>



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ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD R</b>							
		SABS 1200LB	<u>BEDDING (Pipes):</u>				
H.3		8.2.1	Provision of bedding material from trench excavations				
H.3.1			b) Selected fill material	m <sup>3</sup>	5		
H.4		8.2.2	Supply only of Bedding by importation				
H.4.1		8.2.2.1	From other necessary excavation				
H.4.1.1			b) Selected fill material	m <sup>3</sup>	5		
H.4.2		8.2.2.1	From other borrow pits				
H.4.2.1			b) Selected fill material	m <sup>3</sup>	11		
H.4.3		8.2.2.1	From other commercial sources				
H.4.3.1			b) Selected fill material	m <sup>3</sup>	32		
H.5		8.2.3	Bedding Cradle of selected granular material	m <sup>3</sup>	85		
<b>TOTAL CARRIED OVER R</b>							

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**BILL OF QUANTITIES**

ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD R</b>							
H.6	LI	SABS 1200LD 8.2.1	<u>SEWERS</u> Supply, lay, joint, bed (Class B) and test pipeline				
H.6.1			uPVC pipes 110mm Dia.	m	530		
H.7.3			c) Exceeding 2m and up to 3m deep	No	2		
H.8		8.2.6	Connections				
H.8.1			Design, supply, and construct internal sewer reticulation for the Changing room and Ablution Facilities	Prov. Sum	1	R30,000.00	R30,000.00
H.9		SABS 1200HA	<u>Septic Tank</u>				
H.9.1			Supply and install Septic Tank and complete with soakaway as per specification on the drawings	Prov. Sum	1	R150,000.00	R150,000.00
			<u>Handling cost on profit on Items (8.2.6 &amp; H.9)</u>	item	180,000.00	.....%	R
<b>TOTAL CARRIED FORWARD TO SUMMARY R</b>							

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ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
			<b>SECTION I: STORMWATER DRAINAGE INFRASTRUCTURE</b>					
		SANS 1200DB	<b>Earthworks</b>					
		8.3.2	Excavation for open drains					
I.1.1	LI		Excavating soft material	m <sup>3</sup>	30			
			Excavation for pipe culverts					
	LI		Excavating soft material situated within the following depth ranges:					
I.1.2			0m up to 2m	m <sup>3</sup>	320			
			Extra-over for item I.1.2 above for:					
I.1.3			Intermediate excavation	m <sup>3</sup>	32			
I.1.4			Hard rock excavation	m <sup>3</sup>	8			
I.1.5	LI		Hand excavation and backfill where ordered by the Engineer	m <sup>3</sup>	4			
<b>TOTAL CARRIED OVER</b>							<b>R</b>	

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IMPLEMENTATION OF PINKIE SEBOTSE SPORTS FACILITY PROJECT

## BILL OF QUANTITIES

ITEM		PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD R</b>							
		SANS 1200MK	<b>Kerbing and Channelling</b>				
	LI	8.2.5	Chutes				
I.2			Cast insitu class 25/19 concrete chutes as per the drawing	m	50		
	LI	8.2.6.2	Inlet, outlet, transition and similar structures:				
I.3			a) Chuts inlet for concrete side channel concrete class 25/19	No.	8		
I.4	LI	8.2.7	Trimming of excavations for concrete - lined open drains				
I.4.1			a) In soft material	m <sup>3</sup>	240		
I.4.2			b) In hard material	m <sup>3</sup>	160		
	LI	8.2.8	Cast-in-situ concrete lining to open drains:				
I.5			Cast-in-situ concrete (class 25/19)	m <sup>3</sup>	24		
I.6	LI	8.2.9	Formwork to cast-in-situ concrete lining to open drains (class F2 surface finish)	m <sup>2</sup>	8		
I.7	LI	8.2.10	Sealed joints in concrete linings of open drains	m	240		
I.8	LI	8.2.11	Concrete screed or backfill below chutes (Concrete class 25/19)	m <sup>3</sup>	9		
I.9		8.2.13	Polyethylene sheeting (0,15 mm thick) for concrete lined open drains	m <sup>2</sup>	400		
		SANS 1200MK	<b>Gabions and Pitching</b>				
	8.2.5		Pitching				
I.10	LI		b) Grouted stone pitching	m <sup>2</sup>	200		
I.11			Erosion protection				
I.11.1			Supply and Install Precast Armoflex (340mmx400mmx95mm) erosion control blocks	m <sup>2</sup>	30		
I.11.2			Grassing for embankment	m <sup>2</sup>	200		
<b>TOTAL CARRIED FORWARD TO SUMMARY R</b>							

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BILL OF QUANTITIES**

ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT	
J.2		SANS 1200 & PE	<b>SECTION J: ELECTRICAL INFRASTRUCTURE</b>  <b>BULK POWER SUPPLY</b>  50kVA- 420V Inland Pole Top Mounted Transformer complete with Drop Out Fuses , Morsdorf Fuses, Surge Arrestors and all other accessories to ensure Pole Mount to ESKOM standards. Transformer to be out off line and mounted on 9m (180mm-200mm) wood pole  50kVA Transformer					
J.2.1			Supply	No	1	R54,783.96	R54,783.96	
J.2.2			Install	No	1	R13,695.99	R13,695.99	
J.3			Transformer earthing complete with crows feet	Lot	1	R5,167.50	R5,167.50	
J.3			<b>ELECTRICITY CONNECTION</b>					
J.3.1			Bulk Electrical Power Connection with ESKOM from the nearest pole to the site	P sum	1	R314,133.25	R314,133.25	
			Handling cost in terms of Item J.3.1 Above	Item	387,780.70	.....% R		
<b>TOTAL CARRIED OVER</b>							<b>R</b>	

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## BILL OF QUANTITIES

ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD</b>						
J.5		LV RETICULATION LV DISTRIBUTION CABLES  Complete Electrical Installation on the ablutions & change room buildings to SANS 10142-1 Handling cost and profit on item (J5)	Psum	1   350000	R350,000.00   .....%	R350,000.00   R
J.8.4		GUARD HOUSE - ELECTRICAL INSTALLATION Complete Electrical Installation at the Guard House building to SANS 10142-1	Prov. Sum	1	R35,000.00	R35,000.00
J.9		TESTING AND COMMISSIONING				
J.9.1		Testing and comissioning of the entire medium and low voltage network and area lighting including the provision of all test equipment required and issuing of a certificate of compliance for the installation. Handling cost and profit on item (J5)	sum	1  46,413.33	R11,413.33  .....%	R11,413.33  R
J.9.2		Provide as built drawings for the whole electrical installation to the engineer	set	3	R1,141.33	R3,423.99
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>						<b>R</b>

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ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
			<b>SECTION K: Fencing and Access Control</b>				
		PA	<b>Concrete Palisade Wall</b>				
K.1	LI		Supply, erect and commission Concrete Palisade Fence as per the specification on drawings complete with: Post (class 25/13) 3000 x 225 x 140mm tapered to 80mm, with 200 x 200 x 2mm Baseplates 1800mm pales, top and bottom horizontal rails 70 x 170mm, 125 x 8mm carriage bolts, barbed wire and 450mm 400 x 400 x 600mm deep concrete foundations for posts	m	1100		
			<b>Gates</b>				
K.2	LI		Supply, erect and vehicle and pedestrian security gates with access control and complete as per drawings	No	2		
			<b>Guard House</b>				
K.3	LI		Supply and construct security guard house and complete as per drawings	Prov. Sum	1	R70,000.00	R70,000.00
			<b>Handling cost and profit on item K.3</b>				
					R70,000.00	.....% R	
<b>TOTAL CARRIED FORWARD TO SUMMARY R</b>							

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FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY

IMPLEMENTATION OF PINKIE SEBOTSE SPORTS FACILITY PROJECT  
SCHEDULE OF QUANTITIES

ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
L.1			<b>GYM AREA</b>				
			Excavations for foundation of gym area	m <sup>3</sup>	25		
			100mm Concrete surface bed (25Mpa)	m <sup>3</sup>	15		
			<b>Specialist Item</b> <b>Supply and install the following items:</b>				
L.1.1			Parallel Bar	No.	1		
L.1.2			Chin- up and dipping bars	No.	1		
L.1.3			Shoulder Wheel	No.	1		
L.1.4			Space Walker	No.	1		
L.1.5			Leg Press	No.	1		
L.1.6			Rowing Machine	No.	1		
L.1.7			Pull Chair	No.	1		
L.1.8			Sit up Bench	No.	1		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>							<b>R</b>



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SCHEDULE OF QUANTITIES**

ITEM	LI	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
M.1			<b>KIDS PLAY AREA</b>				
			Excavations for foundation	m <sup>3</sup>	55		
			Foundation Concrete (25Mpa)	m <sup>3</sup>	10		
			Supply and install edge beam around the sand pit	m	50		
			300mm river sand for play area	m <sup>3</sup>	35		
			Supply and install 110mm UPVC Perforated drain pipe	m	31		
			<b>Specialist Item</b>				
			<b>Supply and install the</b>				
M.1.1			See Saw	No.	1		
M.1.2			Spider Web	No.	1		
M.1.3			Double Chairker Jungle	No.	1		
M.1.4			Frame Swing	No.	1		
M.1.5			5- Seater Round About	No.	1		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>							R



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**FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY**

**CONSTRUCTION OF MADUMELENG/SHOTONG SPORTS COMPLEX**

**BILL OF QUANTITIES**

ITEM	PAYMENT	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>BROUGHT FORWARD R</b>						
		7) Pneumatic-tyred roller with 10 to 25 tons capacity	hour	10		
		8) Vibratory roller of 8 tons capacity	hour	10		
		9) TLB (tractor/loader/backhoe)	hour	10		
		10) 13 500 litre water tanker	hour	10		
		11) 1800 litre water tanker	hour	10		
		12) Bomag 65	Daily	10		
		13) Bomag 90	Daily	10		
		14) Excavator 25 tons	hour	10		
		15) Excavator 30 tons	hour	10		
		16) Generator	Daily	10		
		17) Waterpump	Daily	10		
		18) Concrete saw cutter	Daily	10		
		19) Flatbed truck	hour	10		
		20) Lowbed	km	10		
<b>TOTAL CARRIED FORWARD TO SUMMARY R</b>						

**BLOUBERG LOCAL MUNICIPALITY****CONTRACT No. BM01/21/22****FOR THE CONSTRUCTION OF PINKIE SEBOTSE SPORTS FACILITY****C2.3 SUMMARY OF BILL OF QUANTITIES**

<b>Bill Section</b>	<b>Description</b>	<b>Amount</b>
A	PRELIMINARIES & GENERAL	R
B	SITE CLEARANCE	R
C	EARTHWORKS	R
D	FOOTBAL/RUGBY/SOFTBALL FIELD, ATHLETICS TRACK AND GRAND STANDS	R
E	COMBO COURTS (Tennis/Netball & Basketball/Volleyball)	R
G	WATER SUPPLY LINE	R
H	SEWER INFRASTRUCTURE	R
I	STORMWATER	R
J	ELECTRICAL INFRASTRUCTURE	R
K	FENCING AND ACCESS CONTROL	R
L	OUTDOOR GYM	R
M	KIDY PLAY AREA	R
N	DAYWORK	R -
<b>NET TOTAL OF TENDER</b>		<b>R -</b>
CONTIGENCY 10%		R
SUBTOTAL		R
15% VAT		R
<b>TOTAL COST OF WORKS</b>		<b>R</b>