Sarah Baartman
DISTRICT MUNICIPALITY
Province of the Eastern Cape
progress through development

BID NO. 24/2026

PANEL OF CONTRACTORS FOR AD-HOC REPAIRS AND MAINTENANCE OF MUNICIPAL BUILDING FACILITIES FOR A PERIOD OF THREE (3) YEARS

Sarah Baartman
DISTRICT MUNICIPALITY
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NAME OF BIDDER	:	.....
CSD SUPPLIER NO.	:	**MAAA**.....
CONTACT PERSON	:	.....
CONTACT NO.	:	.....
ADDRESS	:	.....
		.....
		.....

BID DOCUMENT

SCHEDULE A - Bid Advertisement

BID NO. 24/2026: PANEL OF CONTRACTORS FOR AD-HOC REPAIRS AND MAINTENANCE OF MUNICIPAL BUILDING FACILITIES FOR A PERIOD OF THREE (3) YEARS

Bids are invited from suitably qualified service providers with CIDB Grading of 3GB or higher for repairs and maintenance of municipal facilities on ad hoc basis for a period of three years in the Sarah Baartman District Municipal Area for a period of three (3) years**.**

MANDATORY DOCUMENTS TO BE SUBMITTED FAILURE TO DO SO WILL LEAD TO BIENG DEEMED TO BE NON-RESPONSIVE: Company registration (CK) documents and certified ID copies of directors / owners. Compulsory submission of fully completed and accurate MBD forms 4, 6.1, 8 and 9. Municipal statement of account covering a period of three (3) months for the Director and the company must be attached. Alternatively, a valid lease agreement for both company and director. Should the afore-mentioned not be available, an affidavit declaring that a bidder / director(s) does not owe municipality services for more than 90 days.

SBDM's Supply Chian Management Policy will apply. Evaluation criteria is 80/20 preference points system, where 80 points will be used for price and 10 points will be allocated for locality, and 10 points will be allocated for B-BBEE status level of contribution. Prospective bidders must be registered on the Central Supplier Database (CSD). Failure to comply shall render the bid null and void.

The original document collected from the municipality must be submitted or, if documents are printed from the websites, the original, printed document must be submitted. Bids must only be submitted on the bid documentation provided by the municipality. Late, incomplete, facsimiled or emailed bids will not be accepted for consideration. The only or lowest bid received shall not necessarily be accepted. SBDM reserves the right not to make an appointment, and value for money will be a key consideration.

Bid documents with the necessary specifications will be available for free download on the e-tender portal (https://etenders.treasury.gov.za) or the municipal website (https://www.sarahbaartman.co.za). Hard copies can be obtained from the Supply Chain Management Unit, (4th Floor, 32 Govan Mbeki Avenue, Gqeberha, Tel. 041 508 7007) at a fee of **R227.00 to cover printing costs**.

Bidders that do not obtain a minimum score of 75% on functionality criteria will be excluded from further evaluation. Functionality will be assessed as follows:

Criteria	**Maximum points**
Experience of Company on construction, renovations, repairs and maintenance of buildings	40
Qualifications and expertise of key personnel	45
Methodology	15
TOTAL	**100**

Bids in a sealed envelope clearly marked **"Bid No. 24/2026: PANEL OF CONTRACTORS FOR AD-HOC REPAIRS ANDMAINTENANCEOF MUNICIPAL BUILDING FACILITIES FOR A PERIOD OF THREE (3) YEARS"** must be placed in the Bid Box on the 4th Floor, 32 Govan Mbeki Avenue, Gqeberha, **before 12h00 noon** on **Friday, 11 December 2026**. Thereafter bids will be opened in public in Committee Room 1, 6th Floor, 32 Govan Mbeki Avenue, Gqeberha.

Enquiries

All technical enquiries to be directed to Ms Sinovuyo Nondlazi 041 508 7335 email snondlazi@sbdm.co.za and SCM enquiries to Ms Khanyisile Notshulwana 041 508 7007 email knotshulwana@sbdm.co.za

NOTICE NO. 54 OF 2026 DATED 10 NOVEMBER 2026
Ms U DANIELS
MUNICIPAL MANAGER
SARAH BAARTMAN DISTRICT MUNICIPALITY
P O BOX 318
GQEBERHA
6000

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Sarah Baartman District Municipality

INVITATION TO BID (MBD 1)

YOU ARE HEREBY INVITED TO BID FOR PANEL OF CONTRACTORS FOR AD-HOC REPAIRS ANDMAINTENANCEOF MUNICIPAL BUILDING FACILITIES FOR A PERIOD OF 3 YEARS

BID NO: 24/2026 **CLOSING DATE: 11 NOVEMBER 2026** **CLOSING TIME: 12H00**

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM

BID DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT:

32 Govan Mbeki Avenue, Fourth Floor, Gqeberha

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 open during office hours, namely 08H00 to 16H30, Monday to Friday.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL ORIGINAL FORMS.

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

Sarah Baartman DISTRICT MUNICIPALITY

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

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER……

POSTAL ADDRESS …….

STREET ADDRESS.....

CONTACT NAME: .....

TELEPHONE NUMBER: .....

CELL PHONE NUMBER: ……..

FACSIMILE: .....……..

E-MAIL ADDRESS: ……..

VAT REGISTRATION NUMBER……

CENTRAL SUPPLIER DATABASE (CSD) NUMBER: MAAA ……

BIDDERS MUST BE SUCCESFULLY REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD) PRIOR TO SUBMITTING THE BID.
FOR REGISTRATION ON THE CSD BIDDERS CAN GO TO THE FOLLOWING WEBSITE: (https://etenders.treasury.gov.za)

A SEPARATE DECLARATION OF INTEREST FORM MUST BE SUBMITTED BY THE SUCCESFUL BIDDER TO SBDM BEFORE ANY PAYMENT CAN BE MADE.

1. HAS ONE OF THE FOLLOWING BEEN ATTACHED?
   A MUNICIPAL STATEMENT OF ACCOUNT FOR A PERIOD OF 3 MONTHS/ VALID LEASE AGREEMENT OR AN AFFIDAVIT CLEARING THAT A BIDDER DOES NOT OWE MUNICIPAL SERVICES FOR MORE THAN 90 DAYS **YES / NO**

2. HAS PROOF OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD BEEN ATTACHED? **YES / NA**

3. HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT BEEN ATTACHED? (MBD 6.1) **YES / NO**

   IF YES, WHO WAS THE CERTIFICATE ISSUED BY?
   - ☐ ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
   - ☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUITH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)
   - ☐ A REGISTERED AUDITOR

   (Tick applicable box)

   (A CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

4. HAS PROOF OF ADDRESS BEEN ATTACHED OF THE OFFICE DEALING WITH THE PROJECT (I.E. LEASE AGREEMENT/MUNICIPAL ACCOUNT IN NAME OF BIDDER) TO CLAIM POINTS FOR SPECIFIC GOALS FOR LOCALITY **YES / NO**

5. BIDS WITH A VALUE OF MORE THAN R10 MILLION (VAT INCLUDED) ARE REQUIRED TO SUBMIT FINANCIAL STATEMENTS FOR THE PAST THREE YEARS OR SINCE ESTABLISHMENT, IF ESTABLISHED DURING THE PAST THREE YEARS.

6. BIDS WILL BE CONSIDERED NON-RESPONSIVE IF THE BID HAS NOT BEEN COMPLETED IN FULL AND ALL THE REQUIRED DOCUMENTS HAVE NOT BEEN INCLUDED IN THE BID SUBMITTED.

7. ALL DOCUMENTATION MUST BE ORIGINALLY SIGNED IN BLACK INK (COPIES OF SIGNARTORIES WILL NOT BE ACCEPTED).

8. THE PRICES COMPLETED ON PART 2.2: PRICING SCHEDULE MUST BE INCLUSIVE OF ALL APPLICABLE TAXES LESS ALL UNCONDITIONAL DISCOUNTS. NO PRICES WILL BE AMENDED FOR VAT PURPOSES DURING THE TERM OF CONTRACT.

9. IT SHOULD BE NOTED THAT BIDS AWARDED ARE ADVERTISED ON SBDM WEBSITE (https://sarahbaartman.co.za). BIDDERS ARE REQUIRED TO VISIT THE WEBSITE TO VIEW BIDS AWARDED. ALSO, THE OBJECTION CLOSING DATE (14 DAYS AFTER AWARD) WILL BE STIPULATED.

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/ NO

SIGNATURE OF BIDDER ……

DATE ……..

CAPACITY UNDER WHICH THIS BID IS SIGNED

……

TOTAL BID PRICE – PLEASE REFER TO THE PRICING SCHEDULE (PART 2.2)

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: Sarah Baartman District Municipality

Contact Person: Ms Khanyisile Notshulwana

Tel: 041 508 7007

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Municipality: Sarah Baartman District Municipality

Contact Person: Ms Sinovuyo Nondlazi

Tel: 041 508 7335

PART 1 - CONDITIONS OF BID

1. GENERAL REQUIREMENTS

1.1 The Council wishes to request a bid for the **"PANEL OF CONTRACTORS FOR AD-HOC REPAIRS AND MAINTENANCE OF MUNICIPAL BUILDING FACILITIES FOR A PERIOD OF 3 YEARS"**

1.2 The bidder is required to furnish full details requested on the bid forms. All prices shall be inclusive of Value Added Tax.

1.3 The bidder is requested to furnish all relevant information not entertained on the form of bids under separate cover which shall form part of the bid.

2. CONTACT PERSON FOR TECHNICAL QUERIES

Name	:	Ms Sinovuyo Nondlazi/ M. Mbanga
Telephone	:	041 508 7335/7088
Email	:	snondlazi@sbdm.co.za/mmbanga@sbdm.co.za

3. TERMS AND CONDITIONS

3.1 Confidentiality

All materials, specifications, service level requirements detailed information and everything else supplied with this request for the bid remains the property of the SBDM and may be recalled if deemed necessary.

Sarah Baartman DISTRICT MUNICIPALITY

3.2 Contractual obligations

The request for bid does not constitute a contract nor does it create an obligation on the part of the SBDM to purchase services, products or equipment from any vendor submitting a bid.

3.4 Response to Questions

Where appropriate, questions should be answered explicitly by providing specific details requested.
Bidders selecting to omit any of the required information or who do not follow the specified format will be disqualified from the bid process.

Should additional information be required by SBDM, bidders may be approached to provide more details, including aspects not specifically covered in this request for bids.

Please ensure that the documentation required is completed in full and signed.

PART 2.1 – TERMS OF REFERENCE (BID SPECIFICATIONS)

C3.1 SCOPE OF THE WORKS

C3.2.1 Objectives

The main objective of this contract is to appoint one or more service providers **: PANEL OF CONTRACTORS FOR AD-HOC REPAIRS AND MAINTENANCE OF MUNICIPAL BUILDING FACILITIES FOR A PERIOD OF THREE *(3)* YEARS**

The appointed contractor will oversee repairs and maintenance of Sarah Baartman District Municipality building facilities within the region, that being Blue Crane Route LM, Makana LM, Ndlambe LM, Sundays River Valley Municipality, Dr Beyers Naude LM, Kouga LM and Koukamma.

The scope of works covers the provision of labour, materials, plant, tools, equipment, supervision and all associated services required for the general repairs, routine maintenance, refurbishment and renovation of buildings and associated infrastructure. The works are intended to preserve, restore and improve the functionality, safety, appearance and lifespan of municipal facilities

C3.1.2 GENERAL REQUIREMENTS:

The Contractor shall:

- Supply all labour, materials, equipment and supervision required to execute the works.
- Remove all debris and dispose of waste at approved disposal sites.
- Comply with SANS, OHSA, CIDB, and municipal regulations.
- Protect existing structures, equipment and adjacent properties from damage.
- Ensure minimal disruption to occupants and operations.
- Reinstate affected areas to original or improved condition upon completion.
- Contractors must provide proof of relevant trade certifications for specialized works (electrical, structural, plumbing)
- Provide guarantees and warranties on workmanship and materials where applicable.
- All hazardous materials must be handled and disposed as per environmental legislation.
- Contractors must allow for site-specific health and safety plans, risk assessments, and method statements before commencing work.

C3.1.3 PROJECT SCOPE

The project entails the repairs, refurbishment, and maintenance of various SBDM buildings and facilities over the contract period of 36 Months as and when the need arises. The works cover a wide range of building trades, including but not limited to:

Item	Scope Description
Applicable Standards	All works shall be carried out in accordance with: • Occupational Health and Safety Act, 85 of 1993. • National Building Regulations and Building Standards Act. • SANS 10400. • SANS 10142 (Electrical Installations). • Municipal by-laws and regulations. • Environmental Management requirements. • Relevant South African National Standards (SANS) and industry best practice
Preliminaries and Generals	• Health & Safety compliance • Site establishment & preparation • Permits and compliance documentation • Appointment and remuneration of Community Liaison Officer
Masonry and Structural Repairs	• Repair of cracked walls and structural defects. • Demolition and reconstruction of damaged walls. • Brickwork and blockwork repairs. • Plastering and rendering of internal and external walls. • Filling and repairing cracks and holes. • Concrete repairs and patching. • Construction of partition walls. • Foundation and slab repairs. • Replacement of damaged lintels. • Reinstatement of deteriorated concrete surfaces.
Roof Works	• Inspection and repair of roof leaks. • Replacement of damaged roof sheets and roof tiles. • Installation and replacement of waterproofing membranes. • Repair and replacement of roof timbers and trusses. • Installation and replacement of ridge cappings. • Sealing and flashing repairs. • Cleaning and maintenance of roofs. • Replacement and repair of gutters and downpipes. • Installation of rainwater drainage systems. • Roof painting and protective coatings.
Ceiling Works	• Removal and replacement of damaged ceiling boards. • Installation of suspended ceilings. • Repair of sagging ceilings. • Replacement of ceiling insulation. • Installation of cornices. • Painting and finishing of ceilings. • Repair and replacement of ceiling framework

Doors and Windows	Doors • Repair and replacement of internal and external doors. • Supply and installation of timber, aluminium and steel doors. • Installation and replacement of locks, hinges and door handles. • Repair and adjustment of door frames. • Installation of security gates and burglar bars. Windows • Repair and replacement of window frames. • Installation of aluminium, steel and timber windows. • Replacement of broken glass panes. • Installation of safety and tinted glass. • Repair and replacement of window fittings. • Installation of fly screens and security bars.
Flooring Works	• Repair and replacement of ceramic tiles. • Installation of porcelain and vinyl floor coverings. • Concrete floor repairs. • Screeding and levelling. • Installation and replacement of carpets. • Repair and polishing of terrazzo floors. • Epoxy floor coating applications. • Skirting installation and repairs.
Painting and Decorative Finishes	• Surface preparation. • Removal of old paint. • Crack filling and sanding. • Internal and external painting. • Application of primers and sealers. • Decorative coatings. • Anti-corrosion treatment of steel surfaces. • Waterproof painting systems. • Varnishing and wood treatment.
Plumbing Works	• Repair and replacement of water pipes. • Installation and maintenance of geysers. • Repair of leaking taps and valves. • Installation and replacement of sanitary fixtures. • Repair and replacement of toilets, basins and urinals. • Repair and maintenance of drainage systems. • Clearing blocked drains. • Repair and replacement of manholes. • Installation of water storage tanks. • Stormwater drainage repairs. • Installation and maintenance of pumps. • Leak detection and testing.
Electrical Works	• Repair and replacement of electrical wiring. • Installation and maintenance of distribution boards. • Replacement of circuit breakers. • Installation and repair of plugs and switches. • Internal and external lighting installations. • LED lighting upgrades.

	• Testing and commissioning of electrical systems. • Earthing and bonding. • Installation of surge protection devices. • Repair and replacement of electrical fittings. • Emergency lighting installations. • Compliance testing and issuing of Certificates of Compliance where required
Mechanical Works	• Maintenance of pumps and motors. • Repair and replacement of fans and ventilation systems. • Air-conditioning installation and maintenance. • Servicing of extractor fans. • Mechanical equipment repairs. • Lubrication and replacement of moving parts
Carpentry and Joinery	• Repair and replacement of cupboards. • Installation of built-in cabinets. • Repair and replacement of timber flooring. • Construction of shelving. • Repair of timber structures. • Installation of countertops. • Repair and replacement of handrails and balustrades
Waterproofing	• Waterproofing of roofs. • Waterproofing of balconies and terraces. • Sealing of expansion joints. • Treatment of damp walls. • Waterproofing of basements and retaining walls. • Injection sealing of cracks. • Application of liquid waterproofing membranes
External Works	• Paving repairs and replacement. • Kerbing and edging. • Concrete walkways and ramps. • Repair of boundary walls. • Fencing and gates. • Repair and replacement of guardrails. • Surface drainage improvements. • Landscaping and rehabilitation. • Cleaning of stormwater channels.
Renovations	• Space reconfiguration. • Partitioning and demolition works. • Construction of offices and rooms. • Ceiling replacement. • Floor covering replacement. • Painting and decorative finishes. • Installation of counters and reception areas. • Kitchen and ablution upgrades. • Accessibility improvements for persons with disabilities.
Bathroom and Ablution Upgrades	• Replacement of sanitary fittings. • Installation of water-efficient fixtures. • Tiling of walls and floors. • Plumbing modifications.

	• Installation of disabled-friendly facilities. • Mirror and accessory installation. • Waterproofing works.
Kitchen Renovations	• Installation of cupboards and countertops. • Plumbing and drainage alterations. • Electrical reticulation. • Tiling works. • Installation of sinks and fittings. • Ventilation systems.
Roofing and Structural Renovations	• Complete roof replacement. • Structural strengthening. • Extension of existing buildings. • Installation of canopies and verandas. • Refurbishment of facades.
Emergency Works	• Roof leak repairs. • Burst water pipes. • Electrical faults and outages. • Storm and flood damage. • Broken windows and doors. • Structural failures. • Drain blockages. • Sewage spillages. • Fire damage restoration. • Securing buildings after vandalism or theft.
Testing, Commissioning & Handover	• Quality Inspections • Remove all construction debris and waste. • Clean all work areas upon completion. • Repair any damage caused during construction activities. • Conduct testing and commissioning where applicable. • Submit completion reports and warranties. • Hand over completed works in a safe, clean and fully operational conditions

Sarah Baartman

C3.3 PROJECT SPECIFICATIONS

a. GERERAL REQUIREMENTS

All materials, workmanship, testing and commissioning associated with the General Repairs, Maintenance and Renovation of Buildings shall comply with the latest editions of the applicable South African legislation, regulations, codes of practice and standards. The Contractor shall ensure that all works are executed in accordance with the National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977), the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), including the Construction Regulations, 2014, the National Environmental Management Act, 1998 (Act No. 107 of 1998), the Water Services Act, 1997 (Act No. 108 of 1997), and all applicable municipal by-laws and statutory requirements.

All materials incorporated into the works shall be new, fit for purpose and of approved quality. Installation and workmanship shall conform to recognized industry best practices and manufacturers' recommendations. In the absence of a specific South African National Standard, internationally accepted standards and good engineering practice shall apply.

Existing structures and services shall be protected during construction, and any damage caused by the Contractor shall be repaired at the Contractor's own cost. Upon completion, all work areas shall be left clean, safe and fully operational.

b. Site Establishment And Preliminaries

The Contractor shall establish and maintain the site for the duration of the contract. Site establishment shall include the provision of temporary storage facilities, temporary services, safety barriers, warning signage, and all measures required to safeguard workers, building occupants and the public. The Contractor shall maintain the site in a neat and orderly condition and shall regularly remove construction debris and waste materials to approved disposal facilities. The Contractor shall ensure that noise, dust and other nuisances are controlled to minimize disruption to building occupants and surrounding properties.

c. Demolition And Removal Works

Demolition works shall be undertaken with due care to prevent damage to adjacent structures and finishes. The Contractor shall remove defective, damaged or obsolete components including walls, ceilings, floors, roofing materials, doors, windows and associated fittings as directed. Salvageable materials identified by the Employer shall be carefully removed and stored. All debris and waste generated from demolition activities shall be disposed of at approved landfill sites in accordance with environmental regulations. Any exposed surfaces resulting from demolition shall be made good and prepared for new construction or finishes.

d. Brickwork And Masonry

Brickwork shall be constructed using approved clay stock bricks or concrete blocks laid in cement mortar mixed in accordance with the relevant SANS requirements. Walls shall be built true to line, level and plumb and adequately bonded to existing structures where applicable. Existing cracks and damaged masonry shall be repaired using suitable methods, including stitching, crack filling and replacement of damaged sections. All joints shall be properly filled and finished. Masonry repairs shall blend with the existing construction in appearance and texture.

e. Plastering And Rendering

Internal and external plasterwork shall consist of cement and sand mixes applied to the required thickness and finished smooth or textured to match existing surfaces. All substrates shall be cleaned and prepared before plaster application. Loose and defective plaster shall be removed and replaced. Cracks, holes and imperfections shall be repaired and finished to provide a sound and uniform surface ready for painting or other finishes. External plaster shall be weather-resistant and suitable for exposure conditions.

f. Concrete Works

Concrete works shall include repairs to existing concrete elements, construction of surface beds, walkways, ramps and other structural components. Concrete shall comply with the specified strength requirements and shall be mixed, placed, compacted and cured in accordance with relevant standards. Reinforcement steel shall be high-yield deformed bars and shall be fixed securely to maintain the specified cover. Damaged concrete shall be cut back to sound material and repaired using approved repair mortars or concrete mixes. Finished surfaces shall be level, smooth and free from defects.

g. Roofing Works

Roofing works shall include the repair and replacement of roof coverings, roof structures and associated accessories. Existing roof leaks shall be identified and repaired. Damaged roof sheets, tiles, ridge cappings and flashings shall be removed and replaced with materials matching the existing roof profile and finish. Timber roof members affected by rot, insect attack or structural failure shall be replaced with treated timber. All flashings and waterproofing systems shall be installed to ensure watertightness. Gutters and downpipes shall be repaired or replaced and properly connected to stormwater drainage systems. Upon completion, the roof shall be weatherproof and free from leaks.

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h. Ceiling Installations

Ceiling works shall include the repair, replacement and installation of suspended ceilings and ceiling boards. Damaged or sagging ceilings shall be removed and replaced with approved gypsum boards or equivalent materials fixed to galvanized steel suspension systems. Ceiling insulation shall be installed where specified to improve thermal efficiency. Cornices shall be installed neatly and finished to provide a continuous appearance. All ceiling surfaces shall be smooth and prepared for painting.

i. Floor Finishes

Flooring works shall include the installation and repair of ceramic tiles, porcelain tiles, vinyl flooring, carpets and concrete finishes. Existing defective floor finishes shall be removed and substrates prepared to receive new finishes. Floor surfaces shall be level and free from irregularities. Tiles shall be laid using approved adhesives and grouted with matching grout. Expansion joints shall be provided where necessary. Finished floors shall be free from cracks, hollow spots and uneven surfaces. Skirting shall be installed to provide a neat junction between walls and floors.

j. Doors, Windows And Ironmongery

The Contractor shall repair or replace damaged timber, aluminium or steel doors and windows. Frames shall be securely fixed and aligned to ensure proper operation. Broken or cracked glazing shall be replaced with glass of the appropriate thickness and type. Ironmongery including hinges, locks, handles, door closers and latches shall be supplied and installed complete. Security gates and burglar bars shall be fabricated and installed where

required. All moving parts shall operate smoothly and all installations shall provide adequate security and weather protection.

k. Painting And Decorative Finishes

Painting works shall include the preparation and treatment of surfaces prior to the application of paint systems. Existing loose or peeling paint shall be removed and cracks and defects repaired. Surfaces shall be cleaned, filled, sanded and primed where necessary. Internal walls and ceilings shall receive approved PVA paint systems while external walls shall receive weather-resistant acrylic coatings. Steel surfaces shall be treated with anti-corrosion primers and finished with enamel paint. Timber surfaces shall be sealed and finished with varnish or paint as specified. All paint applications shall be carried out in accordance with the manufacturer's recommendations to achieve a durable and uniform finish.

l. Plumbing And Drainage

Plumbing works shall include the repair, maintenance and replacement of water supply systems, drainage systems and sanitary fittings. Pipework shall consist of approved materials such as copper, HDPE, PPR or uPVC. Leaking pipes and fittings shall be repaired or replaced. Water closets, wash hand basins, urinals, sinks and associated accessories shall be installed complete and connected to existing services. Blocked drains shall be cleared and damaged sewer lines repaired. Manholes and inspection chambers shall be repaired or reconstructed where necessary. All installations shall be tested for leaks and proper operation before handover.

m. electrical installations

Electrical works shall be undertaken by suitably qualified personnel and shall comply with SANS 10142 and all applicable regulations. Works shall include the repair and replacement of wiring, switches, socket outlets, lighting fittings and distribution boards. Existing installations shall be tested before commencement of works. New installations shall include appropriate earthing and circuit protection. LED lighting shall be used where specified to improve energy efficiency. Upon completion, all electrical systems shall be tested and commissioned and Certificates of Compliance shall be issued where required.

n. Carpentry And Joinery

Carpentry works shall include the repair, manufacture and installation of timber components such as cupboards, shelves, counters, doors, skirtings and handrails. Timber shall be free from defects and treated where necessary. Joinery shall be accurately fitted and securely fixed. All surfaces shall be sanded smooth and finished with paint, varnish or sealers to provide durability and a neat appearance.

o. Waterproofing

Waterproofing works shall include the treatment of roofs, balconies, terraces, parapet walls and other areas susceptible to water penetration. Existing defective waterproofing systems shall be removed and replaced with approved waterproofing membranes. Cracks and joints shall be sealed using suitable compounds and reinforcing materials. Damp-proofing treatments shall be applied to walls and surfaces affected by rising damp or moisture ingress. Completed waterproofing systems shall provide effective protection against water penetration and shall be guaranteed against defects.

p. Bathroom And Ablution Facility Renovation

Bathroom renovations shall include the replacement of sanitary fittings, wall and floor tiles, partitions, mirrors and accessories. Existing plumbing and drainage systems shall be modified where necessary to accommodate new layouts. Waterproofing shall be applied to wet areas prior to tiling. All fixtures and fittings shall be securely installed and connected. Accessible facilities for persons with disabilities shall be provided where required, including grab rails and appropriate sanitary fittings.

q. Kitchen Renovations

Kitchen renovations shall include the installation of cupboards, countertops, sinks, plumbing services and electrical connections. Countertops shall be moisture-resistant and securely fixed. Tiling and finishes shall be suitable for kitchen environments. Plumbing and drainage systems shall be properly connected and tested. All works shall provide a functional and hygienic environment.

r. Mechanical Services

Mechanical works shall include the installation, maintenance and repair of air-conditioning systems, extractor fans, pumps and other mechanical equipment. Equipment shall be serviced in accordance with manufacturers' recommendations. Defective components shall be replaced with approved parts. All mechanical systems shall be tested and commissioned to ensure efficient operation.

s. External Works

External works shall include repairs and construction of paving, concrete walkways, ramps, kerbs, stormwater channels, boundary walls, gates and fencing. Paving and concrete surfaces shall be properly compacted and finished to provide safe access. Stormwater drainage systems shall be repaired or installed to prevent ponding and erosion. Boundary walls and fencing shall be stable, secure and aesthetically acceptable. All disturbed areas shall be reinstated upon completion.

t. Emergency Repairs And Maintenance

Emergency maintenance works shall include immediate response to roof leaks, burst pipes, blocked drains, electrical faults, broken windows, vandalism, storm damage and structural failures. The Contractor shall make safe all affected areas and undertake temporary or permanent repairs as directed. Emergency works shall be executed promptly to minimize damage, disruption and risks to building occupants and users.

u. Cleaning, Testing And Handover

Upon completion of the works, the Contractor shall remove all surplus materials, debris and waste from the site. All installations and systems shall be tested and commissioned to verify satisfactory operation. Any defects identified during inspection shall be rectified before handover. The completed works shall be left in a clean, safe and fully functional condition. Operation manuals, warranties, guarantees and compliance certificates shall be submitted to the Employer where applicable.

EVALUATION PROCESS

The bids will be evaluated on the following processes: the bids will be evaluated on functionality and preference in terms of the **80/20**-point system.

Bids that do not meet a functionality assessment of 75% will not be considered further or advance to the financial assessment.

Assessment of functionality

The assessment of functionality will be done in terms of the evaluation criteria. A bid will be disqualified if it fails to meet the minimum threshold of 75% for functionality as per the bid invitation and will not proceed to the of evaluation.

Functionality Criteria

Criteria to be used for functionality:

Criteria	**Maximum points**
Experience of Company on construction, renovation, repairs and maintenance of buildings	40
Qualifications and expertise of key personnel	45
Methodology	15
TOTAL	**100**

REFER BELOW FOR SCORING CRITERIA AND POINTS ALLOCATION

1. EXPERIENCE OF COMPANY IN CONSTRUCTION, RENOVATIONS REPAIRS AND MAINTENANCE OF BUILDINGS FACILITIES

Relates to the number of projects where the bidder has provided services on construction renovations repairs and maintenance of buildings within the past ten (10) years. A full set of appointment letters/ purchase orders with matching reference letters for each project is required to claim points and no partial award of points will be allocated of partial submissions. Failure to submit the appointment letters and reference letter, no points will be allocated.

Criteria	Description	Number of projects	Score
Experience of Company on Construction, renovations, repairs and maintenance of buildings	Experience of Company on Construction, renovations, repairs and maintenance of buildings projects that were successfully completed with minimum value of R200 000.00	5 or more projects	40
		3-4 projects	30
		2-1 projects	20
		No Projects	0

THE FOLLOWING INFORMATION MUST BE COMPLETED TO FACILITATE THE EVALUATION OF FUNCTIONALITY.

1. Number of years that the company has been operating in construction, renovations repairs and maintenance of buildings facilities
No of years ……..

Client's Name	Contact Name	Contact Number	Contract Period (Start and End dates)

Should additional space be required please complete and attach with proper page referencing. Appointment and reference letters must be attached.

2. EXPERIENCE OF PROJECT TEAM ASSIGNED TO THE PROJECT

Key Personnel

Provide project organogram clearly indicating key personnel linked according to the job responsibilities. The organogram must clearly indicate each personnel's qualification and relevant experience. The experience relates to the number of years after successful completion of qualifications for project manager and after completing trade tests for artisans

Item No.	Description	Points
1	**Project Manager with a Minimum Qualification of National Diploma/N6: Civil Engineering/ Building/Quantity Surveying/Architecture/ Construction Management with below years' experience in the building construction. No points will be allocated for qualifications below minimum required i.e. N6/National Diploma**	**15**
1.1	More than 7 years of experience	15
1.2	4- 6 years of experience	10
1.3	1-3 years of experience	5
1.4	Less than 1 year of experience	0
2	**Bidder must have the following artisans with Grade 10 or equivalent, a recognised relevant trade test qualification, valid trade test in the relevant trade coupled with minimum of three (3) years working experience**	**30**
2.1	Painting	5
2.2	Bricklaying	5
2.3	Plumbing	7
2.4	Carpentry	5
2.5	Electrician	8

THE FOLLOWING INFORMATION MUST BE COMPLETED TO FACILITATE THE EVALUATION OF FUNCTIONALITY.

Position	Names	Qualification	Years of experience
Project Manager			
Painter			
Brick Layer			
Plumber			
Carpenter			
Electrician			

Detailed CVs and certified copies of qualifications must be attached to claim points.

3. METHODOLOGY

The methodology must outline the technical approach to the proposed Scope of Work. The Tenderer should clearly articulate:

Item Number	Descpription	Points
1	A detailed proposal clearly highlighting how assigned tasks/work will be executed as per the trades/items on this contract.	5
2	Quality Assurance Plan	5
3	OHS Precaution Plan/Measures	5

PREFERENCE POINTS SYSTEMS

Only those qualifying Bids will be evaluated in terms of the 80/20 preference points systems, where the 80 will be used for price (VAT inclusive) and a maximum of 10 points allocated for locality and a maximum of 10 for points allocated for B-BBEE status level of contribution as follows:

Points allocated for B-BBEE Status Level of Contribution

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	8
4	6
5	4
6	3
7	2
8	1
Non-Compliant Contributor	0

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NB: In order to claim for these points, Bidders are required to submit an original and valid B-BBEE Status Level Verification Certificates or certified copies or the Sworn Affidavits together with their Bids to substantiate their B-BBEE rating claims.

Points allocated for Locality

Locality	Procurement under 80/20
	Points
Within the Sarah Baartman District Municipality's area of jurisdiction	10
Within the Eastern Cape province	8
Within South Africa	5
Outside South Africa	1

GENERAL REQUIREMENTS

The bidder is required to furnish full details requested on the bid forms. All rates tendered shall be inclusive of Value Added Tax.

COMPLETENESS OF THE BID INFORMATION

The SBDM may request clarification or additional information regarding any aspect of the bid. The applicant must supply the requested information within 48 hours after the request has been made.

SUBMISSION OF BIDS

Bids must be submitted in a sealed envelope, clearly marked **"BID NO. 24/2026: PROCUREMENT OF PANEL OF CONTRACTORS FOR AD-HOC REPAIRS AND MAINTENANCE OF MUNICIPAL BUILDING FACILITIES FOR A PERIOD OF THREE (3) YEARS"** must be placed in the tender box, situated on the 4th Floor, 32 Govan Mbeki Avenue, Gqeberha, by no later than 12h00 noon on **Friday, 11 December 2026.** Thereafter the bids will be opened in public in Committee Room No. 1, 6th Floor, 32 Govan Mbeki Avenue, Gqeberha. The only or lowest bid shall not necessarily be accepted. SBDM reserves the right to accept part of or the full bid.

Late, telephonic, faxed and electronic bids will not be accepted.

TECHNICAL ENQUIRIES

Technical enquiries about the project shall be directed to the Project Manager, details below.

Ms. Sinovuyo Nondlazi
32 Govan Mbeki Avenue
Gqeberha
6001
Telephone: 041 508 7335
Email: snondlazi@sbdm.co.za

Sarah Baartman
DISTRICT MUNICIPALITY
Province of the Eastern Cape
progress through development

PART 2.2 - PRICING SCHEDULE

Name of Bidder: ……	Bid Number: 24/2026
Closing Time: 12:00	Closing Date: 11 December 2026

1. Instructions

For the purposes of this Pricing Schedule, 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 Works.

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

Rate: The payment per unit of work for which the Service Provider tenders to do the work **(Supply, deliver and install).**

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

Provisional Sum: An amount allowed for in the Pricing Schedule, for which the quantity of work is not known.

Prime Cost: Is a specific type of Provisional Sum where payment is made on the production of invoices showing the cost price of the implementation or installation of the service required. Services rendered in this manner carry a cost for which a rate or a lump sum is offered at tender stage to cover all the tenderer's handling, supervision and liability costs in providing the item or services.

The quantities provided by the Employer in the Pricing Schedule are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the Pricing Schedule, will be used to determine payments to the Service Provider.

The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered.

Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc., and for the completed items of work as specified in the Scope of Works and Contract Data and for all the risks, obligations and responsibilities specified in the General Conditions of Contract, Particular or Special Conditions of Contract, except in so far as the quantities given in the Pricing Schedule are only approximate.

The tenderer shall fill in a quantity or a rate or a lump sum for each item where provision is made. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the pricing schedule.

The short descriptions of the payment items in the Pricing Schedule are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the Contract Data, General Conditions of Contract and Particular/Special Conditions of Contract and Scope of Works for more detailed information regarding the extent of work entailed under each item.

Interim payments for lump sum payment items may be permitted. Such interim payments shall however be limited to proven progress achieved for that particular service deliverable. The sum of any progress payments made under a particular lump sum payment item shall be deducted prior to calculating any adjustments for escalation.

Provisional and Prime Cost Sums: Each Sum shall only be used, in whole or in part, in accordance with the Employer's instructions and the Contract Price shall be adjusted accordingly. The total sum paid to the Service Provider shall include only such amounts, for the work, supplies or services to which the Sum relates, as the Employer shall have instructed. The Service Provider shall produce all quotations, invoices, vouchers and accounts or receipts in substantiation of any claim under a Sum.

Any percentage adjustment or lump sum mark-up against the Sum for handling fee, profits, etc. shall not be negative.

A tender shall be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments.

All rates and sums of money quoted in the Pricing Schedule shall be in South African Rand and whole cents

Arithmetical errors in the schedule of prices will be corrected in accordance with Clause F3.9 of the Standard Conditions of Tender.

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

All the below prices/rates are firm for the full period of contract, and must include VAT

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BILL OF QUANTITIES

Item	Description	Unit	Qty	Year 1	Year 2	Year 3
	SECTION A					
1	NOTES					
A	The contractor will allow overheads or Preliminaries Generals costs not exceeding 15% of each work assigned at a given time.	Notes				
B	All assigned work to the contractor at a given time will have 5% amount of total cost as contingency sum and be used as directed by Project Manager as					
C	Tenderers are advised to conduct some investigation about the site that are to be maintained and visit sites before tendering and satisfy themselves as to the nature and extent of the possible works, means of access to the site and availability of working space. No claims will be entertained due to the tenderer having failed to comply with the above tenderer having failed to comply with this conditions.					
2	**ALTERATIONS**					
2.1	BREAKING UP AND REMOVING OF THE EXISTING WORK					
2.1.1	Break up Reinforced Concrete and directly cart away.	m^3	1			
2.1.2	Break up Unreinforced Concrete and directly cart away.	m^3	1			
2.1.3	Break up existing floor and walls tiles and directly cart away	m^2	1			
2.1.4	Break up and remove existing damaged plastered, knocked up ceiling wall and directly cart away.	m^2	1			
2.1.5	Remove damaged fascia and barge boards and directly cart away.	m	1			
2.1.6	Break up existing paving and keep safe on site.	m^2	1			
2.1.7	Break up existing precast concrete kerbs and keep safe on site.	m	1			
2.1.8	Clean Face Bricked Walls using Hi-Pressure wash with Diluted Acid Mixture.	m^2	1			
2.2	**Roofs, Rainwater Goods and Carpentry**					
2.2.1	Remove roof Sheets covering nailed in Purlins	m^2	1			
2.2.2	Remove roof Ridge capping nailed in purlin	m	1			
2.2.3	Remove timber trusses made of 38 x 114mm – 50 x 200mm rafters with 2000 – 5000mm span	No	1			
2.2.4	Ditto but with span 5001 – 10000mm span	No.	1			
2.2.5	Ditto but with span 10001 – 15000mm span	No.	1			
2.2.6	Carefully remove fascia boards nailed to trusses	m	1			
2.2.7	Carefully remove gutters	m	1			
2.2.8	Remove concrete roof tiling	m^2	1			
2.2.9	Remove harvey roof tile	m^2	1			
2.2.10	Remove 38 x 38mm brandering nailed trusses	m	1			
2.2.11	Remove cornice plugged to wall	m	1			
2.2.12	Remove ceiling	m^2	1			
2.2.13	Remove standard size, single Internal/external door	No.	1			
2.2.14	Remove standard size, double external door and keep safe on site.	No.	1			
2.2.15	Remove standard 900mm high kitchen, floor standing, cupboard and keep safe on site.	m	1			
2.2.16	Remove timber skirting and keep safe on site.					
2.2.17	Clean Roof Covering, using Hi-Pressure Wash.	m^2	1			
2.2.18	Clean gutters from debris.	m	1			
2.3	**Floor Coverings**					
2.3.1	Hack up and remove floor/wall tiling	m^2	1			
2.3.2	Hack up and remove floor carpet	m^2	1			
2.3.3	Remove timber skirting plugged to wall	m	1			
2.4	**Plumbing**		**1**			
2.4.1	Remover hand washing basin plugged to wall	No.	1			
2.4.2	Remove toilet seat fixed to floor complete with cistern	No.	1			
2.4.3	Remove urinary plugged to wall	No.	1			
2.4.4	Repair to cracks:					
2.4.5	Cut out crack in concrete floor 10mm wide x 25mm deep, where instructed with square edges, clean out and fill with Pro-Struct 524" epoxy mortar or similar approved.	m	1			
2.4.6	Cut out crack in plaster 30mm wide x 20mm deep, where instructed with square edges, clean out and fill with plaster mortar	m	1			
2.4.7	Preparation to existing vertical surfaces:					
2.4.8	Hack face of existing concrete columns, beams, etc. to receive plaster 325m265R (elsewhere measured).	m^2	1			
2.4	**Preparation to existing horizontal surfaces:**					
2.4.1	Clean existing concrete slabs, brick paving, etc., using a water pressure.	m^2	1			
2.4.2	Fencing and site works					
2.4.3	Remove fence with poles embedded on concrete bases	m	1			
2.4.4	Hack up brick paving^2	m	1			
2.4.5	Remove concrete kerbs	m	1			
				TOTAL SECTION A		

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Item	Description	Unit	Qty	Year 1	Year 2	Year 3
	SECTION B					
3	**NEW WORK**					
3.1	**Bill: Site Works**					
3.1.1	Clearing the area of the site to be built upon of all grass, weeds, shrubs, trees with trunks not exceeding 200mm girth, debris, etc., including grubbing up all roots, scoffing up as required and cart away all vegetation and debris.	m^2	1			
3.1.2	Remove topsoil 150mm average	m^2	1			
3.1.3	Excavation in earth not exceeding 2m deep trench	m^3	1			
3.1.4	Bulk excavation for open face excavation in earth over sloping site not exceeding 4m deep	m	1			
3.1.5	Excavation in soft rock					
3.1.6	Excavation in hard rock	m^3	1			
3.1.7	Extra over excavation for cart away surplus material from excavations and/or stockpiles on site to a dumping site to be located by the Contractor.	m^3	1			
3.1.8	Risk of collapse to sides of trench and hole excavations not exceeding 1,5m deep.	m^2	1			
3.1.9	Ditto but exceeding 1,5m deep	m^2	1			
3.1.10	Allow for keeping excavation free of water using water	Days	1			
3.1.11	Earth filling obtained from the excavations and/or prescribed stock earth filling obtained from the excavations and/or prescribed stockpiles on site backfilling to trenches, holes, etc.	m^3	1			
3.1.12	Imported selected earth filling (sabhunga) supplied by the Contractor under floors, steps, and paving.	m^3	1			
3.1.13	Compaction in layers not exceeding 200mm thick and compacting to 95% modified AASHTO dry density to under floors trenches, bases, etc.	m^2	1			
3.1.14	Approved brand of anti-termite soil poison applied by a Registered Pest Control company and guaranteed against termite infestation for ten years	m^2	1			
3.2	**CONCRETE, FORMWORK AND REINFORCEMENT**					
3.2.1	15Mpa/19mm concrete in strip footing against excavated surface	m^3	1			
3.2.2	25Mpa/19mm Concrete in surface beds against excavated surface	m^3	1			
3.2.3	30MPa/19mm concrete casted against excavated surface	m^3	1			
3.2.4	Ditto in steps, ramps etc against excavated surface	m^3	1			
3.2.5	Ditto in columns	m^3	1			
3.2.6	30Mpa concrete in slabs 3000mm high, columns, beams, etc.	m^3	1			
3.2.7	Finishing top surfaces of concrete smooth with a wood float	m^2	1			
3.2.8	Saw cut joints 3 x50mm Saw cut joints in top of concrete.	m	1			
3.2.9	Vertical joggle construction joints through concrete including thick cement slurry to one face surface beds not exceeding 300mmm thick.	m	1			
3.2.10	Rough formwork n.e 300mm girth	m	1			
3.2.11	Ditto to sides of concrete	m^2	1			
3.2.12	Soffits and sides of beams not exceeding 1.5m above bearing level	m^2	1			
3.2.13	Sides of square or rectangular columns not exceeding 2.5m high above bearing level.	m^2	1			
3.2.14	Rough to sides and soffit of concrete slab not exceeding 150mm thick including propping up not exceeding 1,5m high above bearing level	m^2	1			
3.2.15	Ditto but with props up exceeding 1,5m high but not exceeding 3m high above bearing level	m^2	1			
3.3	**REINFORCEMENT**					
3.3.1	REF. 193 fabric reinforcement in concrete surface beds, slabs, etc.	m^2	1			
3.3.2	10mm diameter high tensile steel reinforcement cut, bent and fixed to position to structural concrete work	t	1			
3.3.3	12mm diameter ditto	t	1			
3.3.4	16mm diameter ditto	t	1			
3.3.5	10mm diameter mild steel reinforcement cut, bent, and fixed to position to structural concrete work	t	1			
3.3.6	12mm diameter ditto	t	1			
3.3.7	16mm diameter ditto	t	1			
	CARRIED FORWARD					

Item	Description	Unit	Qty	Year 1	Year 2	Year 3
	BROUGHT FORWARD					
3.4	**MASONRY (all materials used to be SABS approved)**					
3.4.1	220mm brickwork wall of NFX bricks (14 MPa nominal compressive strength) in Class I mortar	m^2	1			
3.4.2	M6 concrete block wall in class 1 mortar	m^2	1			
3.4.3	Brickwork forming columns in NFX brick	m^3	1			
3.4.4	Half brick wall in NFX brick	m^2	1			
3.4.5	Half brick wall in beam filling 170mm high NFX	m	1			
3.4.6	75mm Wide 2mm thick of fully galvanised brickwork reinforcement built in horizontally.	m	1			
3.4.7	100mm Wide 2mm thick of fully galvanised brickwork reinforcement built in horizontally.		1			
3.4.8	Ditto but 115mm wide.	m	1			
3.4.9	110 x 75mm Lintels in lengths not exceeding 3m length	m	1			
3.4.10	Ditto exceeding 3m length	m	1			
3.4.11	Allow the prime cost amount of R5000.00 net per thousand bricks for FBX face brick-on-edge header course, coping, sills etc. supplied and delivered to site and add for taking delivery, storage, building in and pointing with recessed horizontal and vertical joints, waste, and profit:					
3.4.12	Extra over brickwork for face brickwork	m^2	1			
3.4.13	220mm wide face brick sill cut sill set sloping and slightly projecting face brickwork coping, sills etc.	m	1			
3.4.14	Continuous wash down of face brick wall using a fibre brush, scrub down the brickwork from top to bottom and then rinse with clean water to remove excess mortar and scrab to remove all loose material, moter etc	m^2	1			
3.4.15	15 x 150mm wide sills set flat and slightly projecting Everite Nutec' fibre cement windowsills in single lengths not exceeding 3.6m bedded in class 1 cement mortar including fixing lugs screwed to underside with self-tapping screws:	m^2	1			
3.4.16	Timber turning pieces around opening	m	1			
3.5	**WATERPROOFING**					
3.5.1	One layer of 375-micron Consol Plastics Brik grip DPC embossed damp proof course in walls	m^2	1			
3.5.2	One layer of 250 micron Consol Plastics Gunplas USB Green waterproof sheeting sealed at laps with Gunplas Pressure Sensitive Tape under surface beds.	m^2	1			
3.5.3	Ditto but vertically between fill and brickwork.					
3.5.4	Prepare brick wall surface and apply cement slurry backwash and apply two coats of brixeal waterproofing bitumen emulsion paint on the outer surface of the inner skin of 220mm thick brick wall in stages, during construction.	m^2	1			
3.5.5	Pressure wash down and clean up gutter boxes size approximately 500mm girth removing all dust and greasy materials including removing all organic material to receive new torch-on membrane waterproofing (torch-on membrane waterproofing elsewhere measured)	m	1			
3.5.6	Ditto but in roof covering	m^2	1			
3.5.7	Apply new torch-on membrane waterproofing including painting with an approved bitumen aluminium paint and a variety of modified polymers to prevent moisture and water from seeping through gutters, roof covering, etc.	m^2	1			
3.6	**ROOF WORKS COVERING**					
3.6.1	0.58mm Chromadek green IBR profile sheeting with pitch not exceeding 25 degrees	m^2	1			
3.6.2	0,58mm corrugated iron sheets on roof not exceeding 25 degrees	m^2	1			
3.6.3	0,58mm ridge capping to match the roof covering colour.	m	1			
3.6.4	0,58mm zinc flashing to match the roof covering colour.	m	1			
	Carried Forward					

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	Item	Description	Unit	Qty	Year 1	Year 2	Year 3
		BROUGHT FORWARD					
	3.7	CARPENTRY AND JOINERY					
		Prefabricated Roof Trusses, Etc.					
		Sawn softwood:					
	3.7.1	38 x 114mm Wall plates.	m	1			
	3.7.2	38 x 114mm Rafters.	m	1			
	3.7.3	50 x 76mm Cross bracing. (Provisional)	m	1			
	3.7.4	50 x 76mm Purlins.	m	1			
	3.7.5	50 x 76mm Splay cut purlins.	m	1			
	3.7.6	Mono pitch gang nail howe truss, with 2000 – 4000mm span approximately 1m high overall with 600mm eaves overhang.	No	1			
	3.7.7	Ditto but with 4001 – 6000mm span and approximately 2000mm high	No	1			
	3.7.8	Double pitch gang nail howe truss, with 2000 – 4000mm span approximately 1m high overall with 600mm eaves overhang projection on both sides.	No	1			
	3.7.9	Ditto but 4001 – 6000mm span and approximately 1800mm high.	No	1			
	3.7.10	Ditto but 60001 – 10000mm high approximately 2000mmm high.	No	1			
	3.7.11	Ditto but exceeding 10000mm roof span not exceeding 12500mm span approximately 2500mm high ditto	No	1			
	3.7.12	4mm Diameter roof tie 1.5m girth bent double with one end fixed to timber and other end built into brickwork 8 courses .	No	1			
	3.7.13	Everite fibre cement 80 x 200mm Socket less barge board, joined with PVC H profile joiners and screwed to sprocket ends.	M	1			
	3.7.14	Everite FC77 pressed fibre-cement 15 x 225mm Fascias including galvanised steel H-profile jointing strips fixed to rafter feet.	M	1			
	3.7.15	Wrought meranti 19 x75mm Skirting plugged.	M	1			
	3.7.16	44x90mm Wrought meranti framed framing.	M	1			
	3.7.17	Hollow core flush doors with commercial veneer 40mm Door 813 x 2032mm high.	No	1			
	3.7.18	Wrought meranti 44mm Framed ledged 813 x 2032mm and braced batten door	No	1			
	3.7.19	Wrought meranti 44mm Framed ledged and braced batten double door 1626 x 2032mm high.	No	1			
	3.7.20	1145 x 900mm high meranti timber window frame WC 2FR	No	1			
	3.7.21	1695 X 900mm high meranti timber window frame WC 3F	No	1			
	3.7.22	1145 X 1200mm high meranti timber window frame WB 2SPL	No	1			
	3.8	**CEILINGS PARTITIONS AND ACCESS FLOORING**					
	3.8.1	6.4mm "Rhino" gypsum plasterboard ceilings including 38 x 38mm sawn softwood brandering at 400mm centres fitted with PVC "H" strips.	m^2	1			
	3.8.2	Ditto but plastered with creosote cement	m^2	1			
	3.8.3	Extra over ceiling for 600 x 600mm trap door of 38 x 50mm wrought softwood rebated framing with one 38 x 5mm sawn softwood cross brander covered with ceiling board and fitted flush in opening.	no	1			
	3.8.4	"Daiken Excel Tone" MR 99% RH resistant pre-painted mineral fibre suspended not exceeding 500mm below concrete slabs at 600 centres ceiling tiles 1200 x 600 x 15mm thick laid on constellation finish on fire rated grid tee system	m^2	1			
	3.8.5	E.o. ceiling for opening for 100mm diameter downlighter.	no	1			
	3.8.6	Ditto, but for 1200 x 600mm light fitting	no	1			
	3.8.7	"Shadowline 25" cornice to suspended ceilings pre-painted cornices plugged.	m	1			
	3.8.8	"Vitrex" or equally approved 2100mm high waterproof dry wall toilet partitions with CP legs, fixed to walls and/or brickwork, as per details	m	1			
	3.8.9	E.o. for 813 x 1800mm door	no	1			
	3.8.10	2800mm high dry wall partitions, fixed to walls and/or brickwork, floor, and roof trusses/conc slab constructed in 38 x 114mm frame with covered with Nutec boards with 21mm thick noise proving membrane.	m^2	1			
	3.8.11	75mm Coved cornice 'Rhino' Moulded Gypsum Cornices	m	1			
					Carried Forward		

Item	Description	Unit	Qty	Year 1	Year 2	Year 3
	BROUGHT FORWARD					
3.9	**IRONMONGERY**					
3.9.1	110mm Brass hinge with nylon washers.	no	1			
3.9.2	150mm Brass barrel bolt with keep let into concrete.	no	1			
3.9.3	150mm Chromium plated brass barrel bolt.	no	1			
3.9.4	Heavy duty three lever rebated lockset	no	1			
3.9.5	Two lever rebated lockset.	no	1			
3.9.6	Three lever rebated lockset.	no	1			
3.9.7	32 mm Diameter black rubber door stop plugged to concrete floor.	no	1			
3.9.8	Union DC140 door closer suitable for single action doors up to 1250mm wide used on left or right handed doors with an adjustable closing speed and latching action with thermodynamic valves for consistent performance and is ideal for use on fire and smoke protection doors.	no	1			
3.9.9	"431999" Three roll toilet paper holder plugged	no	1			
3.9.10	"Twinpak 925570" Soap dispenser with replacement cartridge plugged	no	1			
3.9.11	"Multi-Fold 425792" Towel dispenser plugged	no	1			
3.9.12	"AL8254AS" Door stop	no	1			
3.9.13	200mm Brass Cabin Hooks complete with hardwood fixing blocks	no	1			
3.9.14	Heavy duty medium pad locks	no	1			
3.9.15	Ditto but big pad locks					
3.9.16	Hot dipped fully galvanised 7mm/8mm thick chain	m	1			
3.10	**METALWORK**					
3.10.1	Industrial hot dip galvanised pressed steel roller chain operated slatted roller shutter for 2095 x 2880mm high "Seranda Roll-Up Series 500" fixed to brickwork or concrete.	no	1			
3.10.2	Ditto but for 5100 x 2880mm high, ditto.	No	1			
3.10.3	Ditto but for 5100 x 4400mm high, ditto.	No	1			
3.10.4	Coated steel folding security guards	m^2	1			
3.10.5	Galvanised steel window frame size 1022mm x 949mm high Window Frame Steel C2h F7 Left Hand.	no	1			
3.10.6	Window Frame Steel Nc4f F7 1511mm x 949mm high.	no	1			
3.11	**All Aluminium Windows, Doors Etc to Be Done/Supplied By SAGGA Registered Company**					
3.11.1	Industrial aluminium windows size 1200 x 950mm high top hung manufacture	no	1			
3.11.2	Ditto but 1500 x 1100 high	no	1			
3.11.3	Industrial single hinged door size 850 x 2050mm high	no	1			
3.11.4	Industrial double hinged door size 1800 x 2600mm high.	no	1			
3.12	**PLASTER**					
3.12.1	Internal cement plaster on brickwork	m^2	1			
3.12.2	External cement plaster on brickwork	m^2	1			
3.12.3	Ditto in narrow width	m	1			
3.12.4	Ditto to the soffit of the slab	m^2				
3.12.5	Finish top of concrete slab/surface bed with 30mm thick river sand topping.	m^2	1			
3.13	**TILING**					
3.13.1	Glazed ceramic tiles on fixed with adhesive to plaster (plaster elsewhere measured) and flush pointed with tinted jointing compound. Allow PC Sum of R150/m^2 incl. VAT for the supply and delivery of tiles	m^2	1			
3.13.2	Nonslip unglazed floor tiles on 20mm bedding on concrete and flush pointed with tinted waterproof jointing compound. Allow a PC sum of R140/m^2 inc. VAT for the supply and delivery	m^2	1			
3.13.3	Skirting 100mm high of skirting tiles.	m	1			
3.13.4	Skirting 100mm high of skirting tiles stepped over treads and risers	m	1			
3.13.5	Aluminium edging strip on external corners/angles.	m	1			
	FLOOR COVERING					
3.13.6	Plywood laminating floor.	m^2	1			
3.13.7	Floor vinyl tiles laid with pressure sensitive adhesive, including scrubbing, and sealing in accordance with manufacturer's instructions	m^2	1			
3.13.8	Nu-Vinyl Larix Grey Vinyl Flooring Click System - 1220 x 183 x 5mm Floor vinyl tiles laid with pressure sensitive adhesive, including scrubbing, and sealing in accordance with manufacturer's instructions	m^2	1			
3.13.9	500 x 500mm "Berber Point" 920 G/m^2 carpet tiles	m^2	1			
	Carried Forward					

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Item	Description	Unit	Qty	Year 1	Year 2	Year 3
			Carried Forward			
	FLOWCOAT SF41 RESIN BONDED SPECIALIST FLOORING (OR EQUAL APPROVED)					
	FLOWCOAT SF41 Resin bonded flooring comprising sand papering and vacuum cleaning of screed, prime with Flowprime primer at 6m2 per litre and cure, apply 'Flowcoat SF41' at 0,5mm thickness and cure:					
3.13.10	Flowcoat SF41 resin on floors and turn-up 100mm skirtings	m^2	1			
	PROSTRUCT 723 RESIN BONDED EPOXY SPECIALIST FLOORING					
	Apply "Prostruct 723" or other approved resin bonded epoxy specialist flooring, all as per manufacturer's specification					
3.13.11	"Prostruct 723" resin bonded epoxy flooring 6mm thick on screeded floors	m^2	1			
	VINYL SHEETING					
	2m wide x 2mm thick "FloorworX Elite" fully flexible vinyl floor sheeting in patterns in Whisper finish (colour code: FEL083), manufactured in accordance with En 649, laid in FloorworX No. 60 Plus acrylic adhesive spread with a notched trowel on suitably prepared subfloor (elsewhere specified) with a hydrometer reading showing a moisture content of less than 70% with joints welded with a fully flexible coloured "Marley Welding Rod" to provide a smooth, hygienic sealed finish and rolled with 68kg three section metal roller on completion, washing down with neutral detergent, applying full spray film, and buffing with a rotary machine and buffing pads all as per manufacturers specification. All adhesives, joint fillers, detergents, and sealants to be as per manufacturers approved specifications. Floor levels and moisture content to be checked and approved by specialist installer prior to installation. The tenderer must make due allowance for all wastage in his rate:					
3.13.12	On floors in patterns	m^2	1			
	14 x 35mm High "FloorworX Extruda" Black (Code MCF54) vinyl cove fillet, to accommodate the 150mm upturn of floor sheeting onto the vertical wall surface, fixed with FloorworX no. 71 solvent based contact adhesive, spread with a brush onto both material and working surface:					
3.13.13	Vinyl skirting with 150mm high upturn.	m	1			
	POLISH, SEALERS, ETC					
	Thoroughly clean down and wash, strip with an ammonia-based stripper complying with SABS 1225 and apply three coats of a polyurethane based sealer complying with SABS 1042, strictly in accordance with the manufacturer's instructions:					
3.13.14	On vinyl floors	m^2	1			
	TUFTED CARPET SHEETING AND TILES					
	8mm 'Van Dyk Renaissance' Stain Shield Fibre® (polypropylene) hard twist 'Action Back' backed carpet broadloom sheeting:					
3.13.15	On floors.	m^2	1			
	"Berber Point 920" Bitumen backed carpet sheeting (colour: Boron)					
3.13.16	On floors	m^2	1			
	"Belgotex Floorcoverings" Heather Twist Kasbah with foam or Hessian Underelay:					
3.13.17	On floors.	m^2	1			
			Carried Forward			

Item	Description	Unit	Qty	Year 1	Year 2	Year 3
	Brought Forward					
3.14	**PAINTWORK**					
3.14.1	Prepare plastered walls and remove all loose material, apply one coat 'Plascon Merit Plaster Primer' and two coats 'Plascon Polvin Super Acrylic' paint	m^2	1			
3.14.2	Prepare ceiling surfaces and remove all loose material, apply one coat 'Plascon Merit Plaster Primer' and two coats 'Plascon Professional Copolymer Acrylic' paint	m^2	1			
3.14.3	Spot priming bare metal surfaces with zinc phosphate metal primer, one coat universal undercoat and two coats super universal enamel paint on work in sound condition on steel	m^2	1			
3.14.4	Stop, sand down and prepare wood surfaces and apply three coats 'Plascon Woodcare' high gloss clear varnish	m^2	1			
3.15	**FENCING**					
	Steel Galvanised Fence					
3.15.1	50 mm Diameter fully galvanised steel intermediate fencing post 2700mm x 1,5mm thick fitted with a pressed steel mushroom cap, post fitted with 150 x 150 x 2,5mm baseplate at bottom and embedded in 250 x 250 x 600 mm mass concrete (15 MPa) base	m	1			
3.15.2	100 mm diameter ditto, but as corner posts fitted with Three (3) 50mm diameter galvanised steel raking stays embedded on 250 x 250 x 400mm deep 15MPa mass concrete	No	1			
3.15.3	125 mm diameter as gate post but fitted with one 50 mm diameter galvanised steel raking stay, with post embedded in 450 x 450 x 600mm mass concrete (15 Mpa) base and stay embedded in 250 x 250 x 400mm mass concrete (15 Mpa) base as last.	No	1			
3.15.4	50 x 100 x 2.5mm/2mm fully galvanised welded mesh fixed in poles (poles elsewhere measured)	no	1			
3.15.5	4mm fully galvanised plain wire	M	1			
3.15.6	500mm wide fully galvanised razor wire tired up on poles and welded mesh	M	1			
3.15.7	SABS approved 120 mm Diameter x 3000mm high pressure-treated chemical preservatives with CCA timber pole on 300 x 300 x 600mm deep hole at 3000mm c/c.	no	1			
3.15.8	SABS approved 150 mm Diameter x 2000mm high pressure-treated chemical preservatives with CCA timber pole on 300 x 300 x 600mm deep hole at 3000mm c/c including opening of five 10mm mortice.	No	1			
3.15.9	SABS approved 120mm pressure-treated chemical preservatives with CCA timber post laid horizontal and fitted on vertical post with 2mm plain wire including opening of two 10mm mortice.	No	1			
3.15.10	Supply and install 2,4m high pre-cast palisade fence with post planted on 450 x 450 x 600mm deep 15MPa concrete base with 2 cross beam one at top and the other at bottom with 2,4m pale fitted on cross beam with bolt, nuts and washers.	m	1			
3.15.11	Supply and Install 76 x 76 x 2.4mm high pre-cast poles embedded on 300 x 300 x 600mm deep 15MPa concrete base.	No	1			
3.15.12	Dito but 100 x 100 x 2,4m high	No	1			
3.15.13	Dito but with 45° 500mm extension at the top	No	1			
3.15.14	Supply and install 1.8m high with 50 x 50 x 2,5mm thick diamond mesh fence with 60-400micron PVC Coating consists of hot dipped galvanised steel wire covered with a 60-400micron PVC layer	m	1			
3.15.15	Clear 'Vu' Fence					
3.15.16	Supply and install Clear "Vu" or equal and approved Category 3 Security Fencing comprising of steel mesh panels size 3297 x 2000mm high at 3382mm centres, 4mm diameter hot dipped galvanised wire with aperture size 50mm x 76.2mm, panels to be reinforced with 4 x 50mm "V" recessed bands with 2 x 75mm 70 degree flanges along sides,	m	1			
3.15.17	Ditto but pvc coated fence.	m	1			
3.15.18	E.o. fencing for hot dipped fully galvanised 100mm high toughened steel razor spike affixed to top panel edge, using Anti-vandal bolts.	m	1			
3.15.19	Ditto but pvc coated.	m	1			
3.15.20	Posts cast into 600mm deep x 400mm wide 15Mpa concrete base on one into 600mm deep x 400mm wide 15Mpa concrete base on one side, posts 85 x 45mm tapered, hot dipped galvanised and antivandal galvanised bolts, bolted to 50mm wide Clear Vu mesh flange bent along fence on top, fitted with anti-burrow comprising of 500mm ripper flat wrap at the bottom, installed according to manufacturer's instructions and specifications.	No	1			
3.15.21	1000mm wide x 2000mm high hot dipped Clear Vu pedestrian gate.	No	1			
3.15.22	Ditto but pvc coated.	No	1			
3.15.23	6000mm wide x 2000mm high hot dipped Clear Vu vehicle gate.	No	1			
3.15.24	Ditto but pvc coated.	No	1			
3.15.25	Fully galvanised steel palisade fencing in panels including all necessary poles embedded on concrete base as per manufacture specifications.	m	1			
3.15.26	1000mm x approximately 1800mm high framed hot dipped fully galvanised steel gate.	No	1			
3.15.27	Ditto but 5000mm wide.	No	1			
			Carried Forward			

Item	Description	Unit	Qty	Year 1	Year 2	Year 3
	Brought Forward					
3.16	**GENERAL CLEANING, ETC**					
3.16.1	Wash down with approved cleaning material by specialist:					
3.16.2	Internal face bricks wall	m^2	1			
3.16.3	External face brick wall	m^2	1			
3.16.4	Granolithic to stairs and landings	m^2	1			
3.16.5	Unpainted non slippery cement surface	m^2	1			
3.16.6	Clean gutters of all organic material and soil	m	1			
3.17	**AIRCONDITIONING**					
	The description in this price schedule shall be read in conjunction with the specification. The unit rate for each item in the Price Schedule shall include for all material, labour, transport, etc., everything necessary or execution and complete installation of the work in accordance with the description.					
	Routine services of generators refers to the servicing of the generator. May include servicing of existing air conditions installed of the same size including all consumables. Excludes travel and disbursements.					
	Maintenance of the equipment including fixing of hardwired remote against walls, wiring from isolators to outdoors and indoor units, glands, shrouds, monthly maintenance for the guarantee/warrantee period, pumps, temperature indicator, on console, quit running, energy efficient, etc.					
3.17.1	Model-QTF012714GE Indoor Model- 42QTF012713GE Outdoor Model-38QTF012714GE Cooling Capacity-3.2kw Heating Capacity -3.5kw Excessive operation pressure- Discharge-: 4.2 mpa suction-: 1.5mpa Refrigerant- R410A/820g Power source-220-240v-50Hz, 1Ph Weight (indoor/outdoor)-8.0kg/28,0kg Standard Rating conditions Cooling- current -: 4.5A Input-: 1050w Heating- current -: 4.2A Input-: 1000w Rated Current-: 8.0A Rated input-: 1800w Outdoor unit resistance class – 1P24 Size 9 Routine servicing	item	1			
3.17.2	Model- QTF018713GE Indoor model- 42QTF018713GE Outdoor model-38QTF0187713GE Cooling capacity- 5.60kw Heating capacity- 5,60kw, Excessive operating- Discharge-: 4.2MPa Pressure- Suction-: 1.5mpa Refrigerant-R410A/1150g Weight (indoor/ outdoor)- 10kg/38.5kg Power source- 220-240v-50Hz, 1ph Standard Rating conditions Cooling- Current -:7.7/A Input-: 1697w Heating- current-:7.05A Input-: 1551W Rated current-12.0A Rated Input-2200w Outdoor unit resistance class- 1p 24 Size-12. Routine servicing	Item	1			
3.17.3	Call out fee	No.	1			
3.18	**FIRE SUPPRESSION**					
3.18.1	Supply and install fire extinguisher (4.5kg) with wooden backing board and signage	No.	1			
3.18.2	Blank off and remove water sprinklers in ceiling including server room	No.	1			
	SUB TOTAL					

Sarah Baartman MUNICIPALITY

SUMMARY

TENDER SUMMARY BID NO: 24/2026	
PROCUREMENT OF PROFESSIONAL SERVICE PROVIDER FOR THE IMPLEMENTATION AND MANAGEMENT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM IN THE SARAH BAARTMAN DISTRICT MUNICIPALITY AREA	
DESCRIPTION	**AMOUNT**
Totals of Pricing Schedule of Rates Brought Forward :	
Schedule YEAR 1	
Schedule YEAR 2	
Schedule YEAR 3	
SUB-TOTAL 1	
VAT @15 %	
TOTAL CARRIED FORWARD TO FORM OF OFFER (C1.1)	

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PART 3 – SCHEDULE A
BID FORM AND IMPORTANT CONDITIONS

1 I/We hereby Bid to supply all of the supplies and/or to render all or any of the services described in the attached documents to the Sarah Baartman District Municipality on the terms and conditions and in accordance with the specifications stipulated in the Bid documents (and which shall be taken as part of, and incorporated into, this Bid) at the prices and on the terms regarding time for delivery and/or execution inserted therein.

2 I/We agree that:

(a) the offer herein shall remain binding upon me/us and open for acceptance by the Bid Adjudication Committee during the validity period indicated and calculated from the closing time of the Bid.

(b) this Bid and its acceptance shall be subject to the terms and conditions contained in the General Conditions of contract and Preference Certificate with which I am/we are fully acquainted.

(c) if I/we withdraw my/our Bid within the period for which I/we have agreed that the Bid should remain open for acceptance, or fail to fulfill the contract when called upon to do so, the SBDM may without prejudice to its other rights, agree to the withdrawal of my/or Bid or cancel the contract that may have been entered into between me/us and the SBDM and I/we will then pay to the SBDM any additional expense incurred either to accept any less favorable Bid or fresh Bidders have to be invited, the additional expenditure incurred by the invitation of fresh Bid and by the subsequent acceptance of any less favorable Bid, the SBDM shall also have the right to recover such additional expenditure by set-of against moneys which may be due or become to me/us under this or any other Bid or contact or against any guarantee or deposit that have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other Bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit **as** security for any loss the SBDM may sustain by reason of my/our default;

(d) the law of the Republic of South Africa shall govern the contract created by the acceptance of my/our Bid and that I/we choose domicilium citandi et executant in the Republic (full address).

3 I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our Bid, that the price(s) and rate(s) quoted cover all the work/items(s) in these documents; and that the price(s) and rate(s) cover all my/our obligations under a resulting contract. I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.

4 I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

5 I/We agree that any action from this contract in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.

6 I/We declare that I/we have no participation in the submission of any other offer for the supplies/service described in the attached documents. If in the affirmative, state name(s) or Bid (s) involved.

7 Are you duly authorized to sign the Bid? ***YES / NO**

8 Has the Declaration of Interest been duly completed and included with the other Bid forms? ***YES / NO**

* ***Delete whichever is not applicable***

SIGNATURE (S) OF BIDDER OR ASSIGNEE(S) .....

DATE: .....

Please complete the following in block letters

Capacity and particulars of the authority under which this Bid is signed .....

Name of Bidder .....

Postal Address .....

Telephone number(s) .....

Facsimile number(s) .....

Bid Number .....

Name of contact person .....

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Province of the Eastern Cape
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IMPORTANT CONDITIONS

1. Failure on the part of the Bidder to sign this Bid form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respects, may invalidate the Bid.

2. Bids should be submitted on the official forms and should not be qualified by the Bidder's own conditions of Bid. Failure to comply with these requirements or to renounce specifically the Bidder's own conditions of Bid, when called upon to do so may invalidate the Bid.

3. If any of the conditions on this Bid form are in conflict with any special conditions, stipulations or provisions incorporated in the Bid, such special conditions, stipulations or provisions shall apply.

4. This Bid is subject to the Supply Chain Management Regulations and the General Conditions and Procedures and subsequent amendments thereto and re-issues thereof.

5. Copies of the regulations are obtainable from the Sarah Baartman District Municipality Office of the Accountant SCM, 4th floor, Govan Mbeki Ave, Gqeberha.

MISCELLANEOUS REQUIREMENTS

1. The Bid forms are drawn up so that certain essential information is to be furnished in a specific manner. Any additional particulars shall be furnished in the enclosed questionnaire or in a separate annexure.

2. The forms attached, shall be completed and submitted with the Bid.

3. Where items are specified in detail, the specifications form an integral part of the Bid document and Bids shall indicate in the space provided whether the items offered are to specification or not

4. With the exception of basic prices, where required, all prices shall be quoted inclusive of VAT in South African currency.

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PART 4 – SCHEDULE B - PREFERENCE POINTS CLAIM FORM

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

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, 2022.

1. GENERAL CONDITIONS

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

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

1.2 The value of this Bid is estimated **not to exceed R50 000 000** (VAT inclusive) for a three-year period and therefore the **80/20** system shall be applicable.

1.3 Preference points for this Bid shall be awarded for:

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

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

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	POINTS
PRICE	**80**
B-BBEE STATUS LEVEL OF CONTRIBUTION	**10**
LOCALITY	**10**
Total points for Price, B-BBEE and Locality must not exceed	**100**

1.4 Failure on the part of a Bidders to fill in and/or to sign this form and submit a B-BBEE Verification Certificate (Certified Copy or Original) 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 Failure on the part of a Bidders to fill in and/or to sign this form and submit Proof of Address of office dealing with the project (i.e. lease agreement/municipal account in name of bidder) to claim for specific goal of Locality, together with the Bid, will be interpreted to mean that preference points for Locality are not claimed.

1.6. The municipality 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 municipality.

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 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 the municipality for the provision of services, works or goods, through price quotations, advertised competitive tendering processes or proposals and **"tender**" has a corresponding meaning;

2.5 **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 **"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;

2.7 **"contract"** means the agreement that results from the acceptance of a bid by the Sarah Baartman District Municipality;

2.8 "**Functionality"** means the measurement according to predetermined norms, as set out in the tender specification, 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;

2.9 **"person"** includes a juristic person;

2.10 **"Rand value"** means the total estimated value of a contract in South African currency calculated at the time of tender invitations, and includes all applicable taxes and excise duties

2.11 **"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;

2.12 **"Total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice;

2.13 **"Trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person;

2.14 **"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. EVALUATION 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.

3.4 If two or more bidders score an equal total number of points, the contract must be awarded to the bidder that scored the highest points for specific goals.

3.5 If functionality is part of the evaluation process and two or more bidders score equal total points and equal specific goal points the contract must be awarded to the bidder that scored the highest points for functionality.

3.6 If two or more bidders score equal total points in all respects, the award must be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right)$$

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inclusive of all applicable taxes

Where

Ps = Points scored for price of bid under consideration;

Pt = Price of bid under consideration; and

Pmin = Price of lowest acceptable bid.

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

5.1 In terms of paragraph 4(2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining specific goals. The points for B-BBEE status level of contribution in accordance with the following table:

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

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5.2 Bidders 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.

5.3 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.

5.4 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.

5.5 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.

5.6 **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3. AND 5.1**

B-BBEE Status Level of Contributor =……

B-BBEE Points Claimed = …… (maximum of 10 points)

(Points claimed in respect of paragraph 5.6 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate (Certified Copy or Original) issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA) or a sworn affidavit for EME in the acceptable format as issued by the Department of Trade and Industry.

6. Points awarded for Locality

6.1 In terms of paragraph 4(2) of the Preferential Procurement Regulations, preference points must be awarded to a Bidder for attaining specific goals. The points for Locality are in accordance with the following table:

Locality	Procurement under 80/20	Procurement under 90/10
	Points	Points
Within the Sarah Baartman District Municipality's area of jurisdiction	10	5
Within the Eastern Cape province	8	4
Within South Africa	5	3
Outside South Africa	1	1

6.2 Proof of address of office dealing with the project (i.e. lease agreement/municipal account in name of bidder) must be submitted to claim for preference points for Locality.

6.3 A bidder failing to submit proof of required evidence to claim preferences points for locality will score 0 points for the specific goals.

6.4 **POINTS FOR LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 6.1**

Address of office dealing with the project……..

……..

……..

Locality Points Claimed = ……. (maximum of 10 points)

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm…….

7.2 Company registration number: ……...

7.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct.

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 5.1 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process.

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

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES:

1. ……..

2. .....

……
SIGNATURE (S) OF BIDDER

ADDRESS OF BIDDER: ……
……
……
……

PART 5 – SCHEDULE C - PARTICULARS OF BUSINESS

PARTNERSHIP/JOINT VENTURE/CLOSED CORPORATION/COMPANY/SOLE PROPRIETOR

Business Name**:** _____

Trading Name: _____

SIRA Reg. No.: _____

CK 1. No.: _____

CK 2. No.: _____

VAT Reg. No:_____

UIF No.: _____

Workman's Compensation No. **:**_____

Directorship / Ownership / Shareholding

Name	Identity No.	Gender	% Ownership

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Company's Fixed telephone Line : _____

Company's Fixed Fax Line : _____

Mobile phone : _____

Street Addresses of the registered offices

Head Office: _____

_____

_____

E-Mail :_____

Branches

1_____

2_____

3_____

4_____

Postal Address of the Head Office

_____

_____

_____

_____

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.....
SIGNATURE OF (ON BEHALF OF) BIDER

.....
NAME IN CAPITALS

In the presence of:

1. .....

2. .....

PART 6 - SCHEDULE D - DECLARATION OF INTEREST (MBD4)

1. No Bid will be accepted from persons in the service of the state[1].

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, shareholder[2]): ……..

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. ……

……..

[1]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.

[2] 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.

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……..

……..

Sarah Baartman DISTRICT MUNICIPALITY

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

Note: The full details disclosed hereunder must correlate to **"ownership information"** as per Central Supplier Database (CSD).

Full Name	Identity Number	State Employee Number

Sarah Baartman
DISTRICT MUNICIPALITY
Province of the Eastern Cape

…….. ……
Signature Date

…… ……
Position Name of Bidder

In the presence of:

1. .....

2. .....

CERTIFICATION OF CORRECTNESS

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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PART 7 SCHEDULE E - TAX CLEARANCE 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 apply to SARS for a Tax Clearance Certificate at any SARS branch office nationally.

2. The Overall Tax Clearance status indicator of the bidder on the CSD must be **TAX COMPLIANT.**

3. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must be Tax Compliant on the CSD.

4. 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.

A non-compliant tax status on the CSD will result in the bid not being awarded.

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SCHEDULE F - DETAILS OF BIDDER'S NEAREST OFFICE

1. Physical address of Bidder:

_____

_____

_____

_____

1 Telephone No of nearest office: _____

3 Time period for which such office has been used by Bidder: _____

.....

SIGNATURE OF (ON BEHALF OF) BIDDER

.....

NAME IN CAPITALS

In the presence of:

1. .....

2. .....

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SCHEDULE G - FINANCIAL PARTICULARS

This schedule must be completed by the Bidder and submitted together with the Bid. If this requirement is not complied with in full the Bid may be considered invalid

Nature of Service: _____

Name of Bidder: _____

Number**:** **24/2026**

	FINANCIAL POSITION OF BIDDER I/we hereby certify that I/we have the necessary financial capacity and resources to execute the above contract successfully for the Bid amount as indicated in the completed Pricing Schedule **(Part 2.2)** I / we attach a letter from the financial Institution confirming the availability of financial resources or a letter confirming that I / we have applied for financial assistance and the financial Institution is willing to favorable consider our application. I / we hereby give the SBDM permission to contact the financial institution stated below to verify the information given above.
NAME OF FINANCIAL INSTITUTION	
ADDRESS	
TEL.NO	
FAX NO	
CONTACT PERSON	

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.....

SIGNATURE OF (ON BEHALF OF) BIDDER

.....

NAME IN CAPITALS

In the presence of:

1. .....

2. .....

SCHEDULE H - LETTER OF CONSENT

_____

_____

_____

The Municipal Manager
Sarah Baartman District Municipality
P.O. Box 318
Gqeberha
6005

Sir/Madam

Granting of authority to request information from any legal entity relevant to this Bid

1. I/we acknowledge that the information herein contained shall constitute the basis on which my/our Bid is to be considered. I/we grant approval that any source regarding this Bid may be fully investigated and that all such information shall be of material SBDM and directly relevant to the consideration of our Bid. I /we SBDM grant my/our consent to such source to provide confidential information.

2. I/we warrant that all the information herein contained is to the best of my/our knowledge and belief true and correct in all material respects and I/we am /are not aware of any information which, should it become known to the SBDM, would affect the consideration of my/our Bid in any way.

3. The SBDM wishes to inform you that all information regarding your personal matters is treated as strictly as confidential.

Please tick the appropriate box.

	I/We hereby consent to the above
	I/We hereby withhold consent and fully understand the implications and ramifications of my/our decision and will not hold the SBDM responsible for not considering my/our Bid.

Signature: …… **Date: ……..**

Witness: …… **Signature: ……..……..**

SCHEDULE I:
DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

1 This Municipal Bid Document must form part of all Bid 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 Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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Province of the Eastern Cape
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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 *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the Bidder or any of its directors listed on the Register for Bid Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Bid Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the Bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		

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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?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the Bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
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**

Sarah Baartman DISTRICT MUNICIPALITY Province of the Eastern Cape

SCHEDULE J
CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

1. This Municipal Bid Document (MBD) must form part of all Bids[1] 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 Bid (or Bid rigging).[2] Collusive Bid 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 Bid process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when Bids are considered, reasonable steps are taken to prevent any form of Bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the Bid:

[1] Includes price quotations, advertised competitive Bids, limited Bids and proposals.

[2] Bid rigging (or collusive Bid) 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 Bid process. Bid rigging is, therefore, an agreement between competitors not to compete.

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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying Bid:

BID NO. 24/2026: PROCUREMENT OF SERVICE PROVIDER FOR AD-HOC REPAIRS AND MAINTENANCE OF MUNICIPAL BUILDING FACILITIES FOR A PERIOD OF THREE (3) YEARS

in response to the invitation for the Bid made by **SARAH BAARTMAN DISTRICT MUNICIPALITY**

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

I certify, on behalf of: .....……that:

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
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[3] will not be construed as collusive Bid.
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) Bid 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.

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

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.

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…… ……
Signature Date

…… ……
Position Name of Bidder

SCHEDULE K
AGREEMENTS AND CONTRACT DATA

FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

The Tenderer, identified in the Offer signature block below, 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 authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value Added Tax is:

Amount 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: (of person authorised to sign the tender): .....

Name: (of signatory in capitals): .....

Capacity: (of Signatory): .....

Name of Tenderer: (organisation): .....

Address: ……..

.....

Telephone number: …… email address .....

Witness:

Signature: .....

Name: (in capitals): .....

Date: .....

[Failure of a Tenderer to sign this form will invalidate the tender]

B. ACCEPTANCE

By signing this part of the 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 1 Agreements and Contract Data (which includes this Agreement)
Part 2 Pricing Data, including the Schedule of Quantities
Part 3 Scope of Work
Part 4 Site Information

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

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 duly signed by the authorised representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2010 within the period stated in the Contract Data, and he shall, immediately 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 other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which 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.

Signature: .....

Name: (in capitals) .....

Capacity: .....

Name of Employer (organisation) .....

Address: .....

.....

Witness: Signature: ..... Name: .....

Date: .....

C. SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreement reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreement and recorded here shall also be incorporated into the final draft of the Contract.

1. Subject: …… ...
Details: ……
.....

2. Subject: ……
Details: …… ...
.....

3. Subject: …… ...
Details: …… ...
.....

4. Subject: …… ...
Details: …… ...
.....

5. Subject: …… ...
Details: …… ...
.....

6. Subject: …… ...
Details: …… ...

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Province of the Eastern Cape
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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 change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

FOR THE TENDERER:

Signature: .....

Name: .....

Capacity: ....

Tenderer: (Name and address of organisation).....

.....

Witness:

Signature: .....

Name: .....

Date: .....

FOR THE EMPLOYER

Signature: .....

Name: .....

Capacity: ....

Employer: (Name and address of organisation).....

.....

Witness:

Signature: .....

Name: .....

Date:

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SCHEDULE L - FORM OF BID AND DECLARATION

BID NO. 24/2026: PROCUREMENT OF SERVICE PROVIDER FOR AD-HOC REPAIRS AND MAINTENANCE OF MUNICIPAL BUILDING FACILITIES FOR A PERIOD OF THREE (3) YEARS

DECLARATION:

To: The Municipal Manager

Sarah Baartman District Municipality

Sir/Madam,

I/We, the undersigned:

a) *Bid to supply and delivery to the Sarah Baartman District Municipality all of the services described both in this and the other forms and schedules to this Bid.*

b) *Agree that we will be bound by the specifications, prices, terms, conditions and proposals stipulated in the schedules attached to this Bid document, regarding delivery and execution.*

c) *Further agree to be bound by the conditions, set out in Bid document, should this Bid be accepted.*

d) *Confirm that this Bid may only be accepted by the **Sarah Baartman District Municipality** by way of a duly authorized Letter of Acceptance.*

e) *Declare that we are fully acquainted with the schedules and the contents thereof and that we have signed the schedules, attached hereto.*

f) *Declare that, each page of the Bid document and amendments thereto will be initialled by the relevant authorized person in order for the document to constitute a proper contract between the **Sarah Baartman District Municipality** and the undersigned, on acceptance of the Bid by the **Sarah Baartman District Municipality.***

Signed at …… on this …….. day of ……..……20….

Signature of Bidder…….:……

Name of Bidder ……..:……

Domicilium address:

……..

……..

……..

……..

As witnesses:

1. Signature……..…….Name in Full……

   I.D. No…….……

2. Signature…….…Name in full…….

   I.D. No……..…….

Where the Bidder is a Company, Corporation or Firm a duly authorised resolution must accompany the Bid.

PLEASE NOTE:

- *Each page of the Bid document and schedules thereto must be initialled by the relevant authorised person in order for the document to constitute a proper contract between the municipality and the Bidder.*
- *On acceptance of the Bid by the municipality, the forms and schedules attached hereto shall be deemed to be the Conditions of Contract between the parties.*

SCHEDULE M - GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

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THE NATIONAL TREASURY - GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT

The purpose of this document is to:

a) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
b) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.
c) The General Conditions of Contract will form part of all bid documents and may be amended.
d) Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid and will supplement the General Conditions of Contract.
Wherever there is a conflict, the provisions in the SCC will prevail

1. DEFINITIONS

The following terms shall be interpreted as indicated:

1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.

1.2 **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 **"Day"** means calendar day.

1.8 **"Delivery"** means delivery in compliance of the conditions of the contract or order.

1.9 **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.

1.10 **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 **"Dumping"** occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 **"Force majeure"** means an event beyond the control of the supplier and not involving the to, acts of the purchaser in its sovereign capacity, wars or evolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any Bidder, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Bidder of the benefits of free and open competition.

1.14 **"GCC"** means the General Conditions of Contract.

1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is.

1.16 **"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 his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Bid will be manufactured.

1.17 **"Local content"** means that portion of the Bid price, which is not included in the imported content provided that local manufacture does take place.

1.18 **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 **"Project site,"** where applicable, means the place indicated in Bid documents.

1.21 **"Purchaser"** means the organization purchasing the goods.

1.22 **"Republic"** means the Republic of South Africa.

1.23 **"SCC"** means the Special Conditions of Contract.

7.1 **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 **"Supplier"** means the successful Bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 **"Tort"** means in breach of contract.

1.27 **"Turnkey"** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 **"Written" or "in writing"** means hand-written in ink or any form of electronic or mechanical writing.

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2. APPLICATION

2.1 These general conditions are applicable to all Bids, contracts and orders including Bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the Bid documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. GENERAL

3.1 Unless otherwise indicated in the Bid documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to Bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. STANDARDS

4.1 The goods supplied shall conform to the standards mentioned in the Bid documents and specifications.

5. USE OF CONTRACT DOCUMENTS AND INFORMATION INSPECTION

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain he property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the Performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. PERFORMANCE SECURITY

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful Bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the Bid documents or another form acceptable to the purchaser; or
b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. INSPECTIONS, TESTS AND ANALYSES

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a Bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the Bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the Bid documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. PACKING

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

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

11. INSURANCE

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

1. TRANSPORTATION

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

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2. INCIDENTAL SERVICES

2.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. SPARE PARTS

14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

(b) in the event of termination of production of the spare parts:
  (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. PRICES

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

18. VARIATION ORDERS

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

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. PENALTIES

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
(b) if the supplier fails to perform any other obligation(s) under the contract; or
(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess posts for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction, and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. ANTIDUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1 When, after the date of Bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. FORCE MAJEURE

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

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27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. LIMITATION OF LIABILITY

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

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

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31. NOTICES

31.1 Every written acceptance of a Bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his Bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. TAXES AND DUTIES

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any Bidder whose tax matters are not in order. Prior to the award of a Bid SARS must have certified that the tax matters of the preferred Bidder are in order.

32.4 No contract shall be concluded with any Bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. TRANSFER OF CONTRACTS

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

34. AMENDMENT OF CONTRACTS

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

35. PROHIBITION OF RESTRICTIVE PRACTICES

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of **restrictive practices** 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a Bidder(s) is / are or a contractor(s) was / were involved in collusive Bid.

35.2 If a Bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 0f 1998.

35.3 If a Bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the Bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the Bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the Bidder(s) or contractor(s) concerned.

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SCHEDULE N - BID CHECK LIST

SBDM Individual bid documents will have the typical bid check list as an attachment. This list is to assist all bidders to submit complete bids.

Bidders are to check the following points before the submission of their bid:	**Tick**
1. All pages of the bid document have been read and initialed by the bidder.	☐
2. All pages requiring information have been completed in black ink.	☐
3. The Pricing Schedule has been checked for arithmetic correctness.	☐
4. All sections requiring information have been completed.	☐
5. The bidder has submitted the following documentation, e.g.	
- Full CSD Supplier Report	☐
- municipal statement for a period of 3 months, lease agreement if premises are leased (only if lessee is not responsible for municipal services)	☐
- B-BBEE Certificate or Sworn Affidavit (original or certified copy)	☐
- Proof of address of office dealing with the project (i.e. lease agreement/municipal account in name of bidder)	☐
- CIDB Certificate (if applicable)	☐
- Bids with a value of more than R10 million (VAT Incl.) are required to submit the financial statements for the past three years or since establishment, if established during the past three years.	☐

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