

**TENDER T 2023/098**

**STRUCTURAL REPAIRS TO THE CAPE WINELANDS DISTRICT  
MUNICIPALITY RIETDAK AND ANNEX BUILDINGS IN  
STELLENBOSCH**

Closing date: 11h00 on Tuesday, 12 December 2023.

(RETURNABLE DOCUMENT)

Name of Tenderer	MBA CONSTRUCTION (PTY) LTD		
Postal Address	22 ERICA AVENUE LANQUEDOC GROOT DRAKENSTEIN 7680		
Telephone number	021 023 1267 / 066 534 9514		
E-Mail address	michelle.rittles@gmail.com		
TOTAL BID PRICE (INCL. VAT) Refer to Page 69	R 847, 679. 90		
COMPLETION PERIOD:	Before June 2024 or as mutually agreed	B-BBEE LEVEL CLAIMED:	1

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Financial and Strategic Support Services  
Supply Chain Management

Tel: 086 126 5263

Cape Winelands District Municipality <b>TENDER</b> Opened at 11h00 on <b>12 DEC 2023</b> Witness: _____
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# THE TENDER

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## Part T1: Tendering procedures

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## **T1.1 Tender Notice and Invitation to Tender**

Tenders are hereby invited from Building Contractors for structural repair work to the Cape Winelands District Municipality (CWDM) Rietdak and Annex Buildings at 46 Alexander Street Stellenbosch.

It is estimated that tenderers should have a CIDB contractors grading of **2 GB** or higher.

Technical enquiries regarding this bid may be directed to the Architect, **Mr. Q. Fisher** at office number tel. nr. **021 020 1579**.

A compulsory on-site pre-tender clarification meeting will be held on **Tuesday, 28 November 2023** at 10:00 at the CWDM 46 Alexander Street, Stellenbosch.

**Closing date: 11h00 on Tuesday, 12 December 2023.**

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Tender documents, in English, are available free of charge on the websites: [www.capewinelands.gov.za](http://www.capewinelands.gov.za) or <https://etenders.treasury.gov.za>. Alternatively, hard copies of the document are obtainable from the offices of the Supply Chain Management Unit, Cape Winelands District Municipality at 29 Du Toit Street, Stellenbosch, upon payment of a non-refundable fee of R 251.00 per document.

All prospective bidders must ensure that they are registered and accredited on the CWDM's Supplier Database and the Central Supplier Database, prior to the closing date of the tender.

Duly completed tenders must be enclosed in a (separate) sealed envelope and endorsed with the relevant tender number and description on the envelope/s. The sealed tenders must be placed in the official tender box of the District Municipality's offices at 29 Du Toit Street, Stellenbosch on the abovementioned time and dates.

Tenders will be opened in public as soon as possible after this closing time.

**HF PRINS  
MUNICIPAL MANAGER**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
Tender number:	T 2023/098	Closing date:	12/12/2023	Closing time:	11h00
Description	STRUCTURAL REPAIRS TO THE CAPE WINELANDS DISTRICT MUNICIPALITY RIETDAK AND ANNEX BUILDINGS IN STELLENBOSCH				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT: 29 DU TOIT STREET, STELLENBOSCH					
SUPPLIER INFORMATION					
Name of bidder	MBA CONSTRUCTION (PTY) LTD				
Postal address	22 ERICA AVENUE LANRDOOC GROOT DRAKENSTEIN <sup>7680</sup>				
Street address	41 TAKARANDASTR - SCOTTSVILLE - KRAALFONTEIN - 7870				
Contact person	ALICIA /MICHELLE RITTLES				
Telephone number	Code	021	Number	023 1267	
Cell phone number	066 534 9574				
E-mail address	michelle.rittles@gmail.com				
VAT registration number	4810282600				
COIDA certificate number	2022045188				
Tax compliance status	TCS PIN:		OR	CSD No:	MAAA0397971
<p align="center"><b>SPECIFIC GOALS IN TERMS OF THIS TENDER:</b></p> <ul style="list-style-type: none"> <li>50% of the 20/10 points will be allocated to promote the goal of B-BBEE status level of contributor and points will be allocated in terms of the B-BBEE scorecard</li> <li>50% of the 20/10 points will be allocated to promote the specific goal of locality and points will be allocated in terms of where the enterprise' head office or primary place of business or regional or satellite office is located</li> </ul>					
B-BBEE status level verification certificate [tick applicable box]	<input type="checkbox"/> Yes <input type="checkbox"/> No	Proof of Locality [tick applicable box]		<input type="checkbox"/> Yes <input type="checkbox"/> No	
B-BBEE status level sworn affidavit [tick applicable box]	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
<p align="center"><b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FOR EMES &amp; QSEs) AND PROOF OF LOCALITY MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS]</b></p>					
Are you the accredited representative in South Africa for the goods / services / works offered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No [If yes enclose proof]	Are you a foreign based supplier for the goods / services / works offered?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [If yes, answer part b:3]		
Total number of items offered		Total bid price	R 847 679.90		
Signature of bidder		Date	8/12/2023		
Capacity under which this bid is signed	DIRECTOR				

TECHNICAL INFORMATION MAY BE DIRECTED TO:	
Contact person	Thomas Solomon
Telephone number	021 888 5204
E-mail address	thomas@capewinelands.gov.za
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED	
Contact person	Elmine Niemand
Telephone number	021 888 5175
E-mail address	elmine@capewinelands.gov.za
TERMS AND CONDITIONS FOR BIDDING – PART B	
1. BID SUBMISSION:	
1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted for consideration.	
1.2. All bids must be submitted on the official forms provided–(not to be re-typed) or online	
1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 Bidders must ensure compliance with their tax obligations.	
2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.	
2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.	
2.4 Foreign suppliers must complete the pre-award questionnaire in part b:3.	
2.5 Bidders may also submit a printed TCS certificate together with the bid.	
2.6 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / pin / CSD number.	
2.7 Where no TCS is available, but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. Is the entity a resident of the republic of South Africa (RSA)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2. Does the entity have a branch in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3. Does the entity have a permanent establishment in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4. Does the entity have any source of income in the RSA?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5. Is the entity liable in the RSA for any form of taxation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><b>If the answer is "no" to all of the above, then it is not a requirement to register for a tax compliance status system pin code from the South African Revenue Service (SARS) and if not register as per 2.3 above.</b></p>	
<p><b>NB: failure to provide any of the above particulars may render the bid invalid. No bids will be considered from persons in the service of the state.</b></p>	

Signature(s): *Aucia E Rittels*  
Name(s): AUCIA E RITTELS  
Capacity for the Tenderer: DIRECTOR  
Date: 8/12/2023

## T1.2: TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. See [www.cidb.org.za](http://www.cidb.org.za) which is reproduced without amendment or alteration for the convenience of tenderers as Annex A to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard Conditions of Tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender.

### Clause Wording

#### C.1 General

##### C.1.1 Actions

Add the following:

The Employer is the Cape Winelands District Municipality.

##### C.1.2 Tender Documents

Add the following:

The tender documents issued by the employer comprise of those listed in the contents page.

The Tender Document and possible drawings shall be obtained from the Employer at the physical address stated in the Tender Notice, upon payment of the fee stated in the Tender Notice.

The following documents form part of this contract:

- **VOLUME 1:** *The General Conditions of Contract for Construction Works (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available, and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: [civilinfo@saice.org.za](mailto:civilinfo@saice.org.za).*
- **VOLUME 2:** *The South African Bureau of Standards Standardized Specification for Construction Procurement SANS 10845, prepared by and obtainable from the South African Bureau of Standards, Private Bag X191, Pretoria 0001, Tel: (012) 428 6929, Fax: (012) 428 6928, Web site: [www.stansa.co.za](http://www.stansa.co.za).*

Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Employer's Agent during normal office hours.

#### • National Treasury - Government Procurement: General Conditions of Contract

##### C.1.4 Communication and Employer's Contact

Add the following:

The Employer's Agent is	T. Solomon
Name:	Department: Technical Services / Division: Facilities Management
Address:	P.O. Box 100, Stellenbosch, 7599
Attention:	T. Solomon
Tel:	021 888 5204
e-mail:	<a href="mailto:thomas@capewinelands.gov.za">thomas@capewinelands.gov.za</a>

##### C.1.6 Procurement procedures

###### C.1.6.2 Competitive negotiation procedure

Add the following:

A competitive negotiation procedure will **not** be followed.

###### C.1.6.3 Proposal procedure using two-stage system

Add the following:

A two-stage system will **not** be followed.

**C.2 Tenderer's obligations****C.2.1 Eligibility****C.2.1.1** *Add the following:*

Only those tenderers who satisfy the following criteria are eligible to submit tenders:

C.2.1.1.1 As a statutory requirement, the contractor must be registered with the Construction Industry Development Board (CIDB). The contractor must have a CIDB contractor's grading of **2 GB** or higher. Proof of Registration and a valid Letter of Good Standing must be handed in with the tender in this regard.

C.2.1.1.2 As a statutory requirement, the contractor must be registered with the Department of Employment and Labour for Compensation for Occupational Injury and Diseases Act (COIDA) or any other accredited Compensation Insurer. Proof of Registration and a valid Letter of Good Standing must be handed in with the tender in this regard.

**C.2.7 Clarification meeting**

*Add the following:*

A compulsory clarification meeting will be held, and the date and time is stated in the Tender Notice and Invitation to Tender.

**C.2.9 Insurance**

*Add the following:*

The employer will not provide any insurance for goods prior to the transfer of ownership.

**C.2.12 Alternative tender offers****C.2.12.1** *Replace with:*

No alternative tender offers will be accepted.

**C.2.13 Submitting a Tender Offer**

*Add the following:*

Tenderers shall not tamper with the Tender Documents which must be submitted as issued. Tender Documents found to have been unbound may be deemed unacceptable.

Each Tenderer is required to submit under sealed cover the complete set of Tender Documents with all the required information and complete in all respects. The envelope shall be addressed to the CAPE WINELANDS DISTRICT MUNICIPALITY and endorsed as described in the Tender Notice and placed in the tender box of the CAPE WINELANDS DISTRICT MUNICIPALITY before closing date and time of tender.

Any tender which is delivered to an address other than the one stipulated in the Tender Notice will not be accepted. Uncompleted tenders must be clearly marked with the contract number, as well as "Uncompleted Tender".

**C.2.13.3** Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.

**C.2.13.5** Parts of each tender offer communicated on paper shall be submitted as an original, plus zero (0) copies.

**C.2.13.6** A two-envelope procedure will **not** be followed.

**C.2.13.7** The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: 29 Du Toit Street, **STELLENBOSCH**, 7600

Physical address: 29 Du Toit Street, **STELLENBOSCH**, 7600

Identification details: **T 2023/98**

Title of Tender: **STRUCTURAL REPAIRS TO THE CAPE WINELANDS DISTRICT MUNICIPALITY RIETDAK AND ANNEX BUILDINGS IN STELLENBOSCH**

**C.2.15 Closing time****C.2.15.1** *Add the following:*

The closing time for submission of tender offers is stated in the Tender Notice and Invitation to Tender.

Telegraphic, telephonic, telex, facsimile or e-mailed tenders offers will not be accepted.

The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of tender box: 29 Du Toit Street, **STELLENBOSCH**, 7600

Physical address: 29 Du Toit Street, **STELLENBOSCH**, 7600

Identification details: **T 2023/098**

Title of Tender: **STRUCTURAL REPAIRS TO THE CAPE WINELANDS DISTRICT MUNICIPALITY RIETDAK AND ANNEX BUILDINGS IN STELLENBOSCH**

**C.2.16 Tender offer validity**

**C.2.16.1** *Add the following:*

The fact and action of handing in a tender to the Municipality is accepted as a contract between the Municipality and the bidder whereby such a tender remains valid and available for a period of 180 calendar days, calculated from the closing date as advertised for the tender, for acceptance, or non-acceptance by the Municipality. The bidder undertakes not to withdraw, or alter, the tender during this period.

**C.2.23 Certificates**

*Add the following:*

The tenderer is required to submit the certificates listed in the Returnable Documents.

**C.3.4 Opening of tender submissions**

*Add the following:*

The time and location for opening the tender offers are in accordance with C.2.15.1.

**C.3.5 Two-envelope system**

**C.3.5.1** *Add the following:*

The two-envelope system will **not** be followed for this contract.

**C.3.5.2 Work Experience of tenderer**

The tenderer must complete Schedule 23 and 24 of similar work successfully completed by the tenderer as part of the Returnable Schedule to obtain relevant points for functionality and tender evaluation purposes.

- Company's previous experience completing similar projects over the last 10 years. (Schedule 23)
- Foreman's / Project Leader's previous experience managing similar projects over the last 10 years. (Schedule 24)

Similar projects mean the managing and completion of building work that involves structural repair work, underpinning of buildings, etc., all as described under the Scope of Works in this tender document.

The description of the functionality of (quality) criteria and the maximum number of evaluation points allocated to each is shown in the table below. The score for functionality (quality) will be the sum of the scores for each individual criteria:

Description	Reference	Scoring			Max. Score
		Excellent (20)	Good (15)	Poor (10)	
Company's previous experience	(Schedule 23 – T2.2.34 - 35 Returnable Schedules	More than 5 similar projects in the last 10 years	Between 3 and 5 similar projects in the last 10 years	Less than 3 projects	20
		Excellent (30)	Good (25)	Poor (10)	
Foreman's / Project leader's previous experience	Schedule 24 – T2.2.36 - 37 Returnable Schedules	More than 5 similar projects in the last 10 years	Between 3 and 5 similar projects in the last 10 years	Less than 3 projects	30
		Excellent (30)	Good (25)	Poor (10)	
				TOTAL	50

**NB: The Tenderer must score a minimum of 30 points for functionality to be further evaluated on Price and Preference.**

The tenderer must have successfully completed similar projects to obtain points for functionality. Tenderers should provide full details and contactable references of at least 3 projects of a similar size and nature that have been successfully completed during the past 5 years. Failure to provide such proof will invalidate the contractors' offer.

A similar project refers to the criteria as set out under Section C3.1: Description of Work, Sub-section C3.1.2: The Scope of Work on Page 106

Tenderers who fail to score a minimum of 60 points out of a possible 100 points for functionality will not be eligible for further consideration.

**C.3.11 Evaluation of tender offers**

**C3.11.2 Add the following**

The method for the evaluation of tender offers is Method 1: Price and Preference.

**C.3.11.7** The financial offer will be scored using Formula 2 where W1 is:

80 where the financial value inclusive of VAT of all responsive tenders received do not exceed R50,000,000.00. Up to 100 minus W1 tender evaluation points will be awarded to tenders who duly complete the Preferential Procurement Declaration Schedule and who are found to be eligible for the preference claimed.

**C.3.13 Acceptance of tender offer**

**C.3.13.1 Add the following:**

Tender offers will only be accepted if:

- a) the tenderer is registered and in good standing with the South African Revenue Service (SARS) and has submitted the unique person identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- b) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- c) the tenderer has not:
  - i) abused the Employer's Supply Chain Management System; or
  - ii) failed to pay municipal rates and taxes or service charges and such rates, taxes and charges are in arrears for more than three months.
  - iii) failed to perform on any previous contract and has been given a written notice to this effect.
- d) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

Tender offers will be rejected if they show any conditional or incomplete offers and irregularities of any kind in the tender.

The Employer does not bind himself to accept the lowest priced tender, highest points tender or any tender offer. The Employer has the right to accept any part of a tender as he may deem expedient subject to negotiation with the successful tenderer for the whole tender.

**C.3.13.2 Disputes, objections, complaints, and queries**

In terms of Regulations 49 and 50 of the Local Government: Municipal Finance Management Act, 2003 – Municipal Supply Chain Management Regulations (Notice 868 of 2005):

- a) Persons aggrieved by decisions or actions taken by the Cape Winelands District Municipality in the implementation of its supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint or query or dispute against the decision or action.
- b) Objections, complaints, queries, and disputes must be submitted in writing to the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599.

**C.3.13.3 Appeals**

- a) In terms of Section 62 of the Systems Act 32 of 2000 a person whose rights are affected by a decision taken by the Cape Winelands District Municipality in the implementation of its supply chain management system, may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.

- b) An appeal must contain the following:
  - i) Reasons and/or grounds for the appeal
  - ii) The way in which the appellants rights have been affected
  - iv) Remedy sought by appellant
- c) Appeals must be submitted in writing to the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599

**C.3.13.4 Right to approach the courts & rights in terms of Promotion of Administrative Justice Act (Act 3 of 2000) and Promotion of Access to Information (Act 2 of 2000)**

Clauses C.3.13.2 and C.3.13.3 do not influence any affected person's rights to approach the High Court at any time or its rights in terms of the Promotion of Administrative Justice Act and Promotion of Access to Information Act.

- a) All legal process and pleadings must be served on the Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599
- b) All requests in terms of PAJA and PAIA must be submitted in writing to Municipal Manager, Cape Winelands District Municipality, 46 Alexander Street, Stellenbosch or posted to P O Box 100, Stellenbosch, 7599

**C.3.17 Provide copies of contracts**

Add the following:

The number of paper copies of the signed contract to be provided by the Employer is **one (1)**.

## Annexure C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations, and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents, and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect, or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance, or loyalty which would in any way affect any decisions taken.*

C.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

##### C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

##### C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) conflict of interest means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
  - ii) an individual or tenderer can exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration.
- c) corrupt practice means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process.

- d) fraudulent practice means the misrepresentation of the facts to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.

**C.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied, and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

**C.1.5 Cancellation and Re-Invitation of Tenders**

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation.
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same way the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

**C.1.6 Procurement procedures**

**C.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

**C.1.6.2 Competitive negotiation procedure**

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified, and fine-tuned to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning, or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

**C.1.6.3 Proposal procedure using the two stage-system**

**C.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the

tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

**C.1.6.3.2 Option 2**

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

**C.2 Tenderer's obligations**

**C.2.1 Eligibility**

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

**C.2.2 Cost of tendering**

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

**C.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

**C.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

**C.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

**C.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, to take the addenda into account.

**C.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

**C.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

**C.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

**C.2.10 Pricing the tender offer**

- C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes, and levies being those applicable fourteen (14) days before the closing time stated in the tender data.
- C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

**C.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

**C.2.12 Alternative tender offers**

- C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

**C.2.13 Submitting a tender offer**

- C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**C.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

**C.2.15 Closing time**

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**C.2.16 Tender offer validity**

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

**C.2.17 Clarification of tender offer after submission**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

**C.2.18 Provide other material**

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

**C.2.19 Inspections, tests, and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

**C.2.20 Submit securities, bonds, and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies, and certificates of insurance required in terms of the conditions of contract identified in the contract data.

**C.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

**C.2.22 Return of other tender documents**

If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

**C.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

**C.3 The employer's undertakings****C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if consequently:

- a) an individual firm, or a joint venture, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements.
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

**C.3.2 Issue Addenda**

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

**C.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

**C.3.4 Opening of tender submissions**

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

**C.3.5 Two-envelope system**

- C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.
- C.3.6 Nondisclosure**
- Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price, and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
- C.3.7 Grounds for rejection and disqualification**
- Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
- C.3.8 Test for responsiveness**
- C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:
- a) complies with the requirements of these Conditions of Tender,
  - b) has been properly and fully completed and signed, and
  - c) is responsive to the other requirements of the tender documents.
- C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
  - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
  - c) affect the competitive position of other tenderers presenting responsive tenders if it were to be rectified.
- Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- C.3.9 Arithmetical errors, omissions, and discrepancies**
- C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:
- a) the gross misplacement of the decimal point in any unit rate.
  - b) omissions made in completing the pricing schedule or bills of quantities; or
  - c) arithmetic errors in:
    - (i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    - (ii) the summation of the prices.
- C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line-item total shall govern, and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either because of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

#### C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

#### C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods, and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments, and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.
Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether tender offers are complete
- c) Determine whether tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

##### C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

##### C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

**C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise, and the personnel, to perform the contract.
- c) has the legal capacity to enter the contract.
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing.
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

**C.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

**C.3.16 Registration of the award**

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.

**C.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

**C.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

**PART T2: RETURNABLE DOCUMENTS**

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T.2.1 List of Returnable Documents.....	20-24
T.2.2 Returnable Schedules.....	25-60

## **PART T 2.1: LIST OF RETURNABLE DOCUMENTS**

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The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable documentation are required for the purpose of evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return **all information requested**.

**RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES** (Included hereafter for completion)

**OTHER DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES** (Appendix to schedule in document)

**RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT** (To be attached with submission)

**OTHER SCHEDULES AND AFFIDAVITS THAT WILL BE INCORPORATED INTO THE CONTRACT** (Included hereafter for completion)

## PART T2.1 List of Returnable Documents

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The following documents are to be completed and returned as they constitute the tender. Whilst many of the returnable documents are required for evaluating the tenders, some will form part of the subsequent contract, as they form the basis of the tender offer. For this reason, it is very important that tenderers return all information requested. The tenderer must complete the Returnable Documents in **black ink**:

### Pages

1.	COMPULSORY ENTERPRISE QUESTIONNAIRE.....	25-26
2.	AUTHORITY OF SIGNATORY.....	27
3.	CERTIFICATE OF JOINT VENTURE.....	28
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16.	CREDIT ORDER INSTRUCTION.....	50
17.	COIDA LETTER OF GOOD STANDING.....	51
18.	CIDB CONTRACTOR REGISTRATION.....	52
19.	CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION.....	53
20.	HEALTH AND SAFETY PLAN .....	54
21.	PRELIMINARY PROGRAMME.....	55
22.	RECORD OF ADDENDA TO TENDER DOCUMENTS.....	56
23.	TENDERER'S PREVIOUS EXPERIENCE.....	57-58
24.	FOREMAN'S / PROJECT LEADER'S EXPERIENCE.....	59-60

### Other documents required for tender evaluation purposes

Joint Venture Agreement (if applicable) – append to Schedule 3.

Documentary evidence / proof of registration and verification on CIDB Contractor Database. Append to Schedule 18.

B-BBEE Verification Certificate – append to Schedule 12.

### Returnable Schedules that will be incorporated into the Contract

RECORD OF ADDENDA TO TENDER DOCUMENTS

**PART T 2.1 Returnable Document checklist**

Bidders are required to complete the schedule below indicating that all requested information has been submitted with their offer.

Schedule No.	Document	Please tick if enclosed
1	COMPULSORY ENTERPRISE QUESTIONNAIRE	✓
2	AUTHORITY OF SIGNATORY	✓
3	CERTIFICATE OF JOINT VENTURE	X
4	CERTIFICATE OF SOLE PROPRIETOR	X
5	CERTIFICATE OF CLOSE CORPORATION	X
6	PROPOSED AMENDMENTS AND QUALIFICATIONS BY TENDERER	
7	DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES	✓
8	DECLARATION OF INTEREST (MBD 4B)	✓
9	TAX CLEARANCE REQUIREMENTS	✓
10	JOINT VENTURE AGREEMENT, IF APPLICABLE	X
11	RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS	
12	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	✓
13	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	✓
14	CERTIFICATE OF INDEPENDENT BID DETERMINATION	✓
15	QUESTIONNAIRE	✓
16	CREDIT ORDER INSTRUCTION	✓
17	COIDA LETTER OF GOOD STANDING	✓
18	CIDB CONTRACTOR REGISTRATION	✓
19	CONFIRMATION OF CWDM AND CENTRAL SUPPLIER DATABASE REGISTRATION	✓
20	HEALTH AND SAFETY PLAN	✓
21	PRELIMINARY PROGRAM	✓
22	RECORD OF ADDENDA TO TENDER DOCUMENTS	
23	TENDERER'S PREVIOUS EXPERIENCE	✓
	JOINT VENTURE AGREEMENT (IF APPLICABLE)	X
	DOCUMENTARY EVIDENCE / PROOF OF REGISTRATION AND VERIFICATION ON CIDB CONTRACTOR DATABASE APPEND TO SCHEDULE 18	✓
	B-BBEE VERIFICATION CERTIFICATE	✓
	PROOF OF LOCALITY	

## PART T 2.2 Returnable Documents

### SCHEDULE 1: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, <b>separate</b> enterprise questionnaires in respect of each partner must be completed and submitted. (Failure to do so may result in your bid being disqualified)		
Section 1:	Name of enterprise: <u>MBA CONSTRUCTION (PTY) LTD</u>	
Section 2:	VAT registration number, if any: <u>4810282600</u>	
	Has and original and valid TAX clearance certificate been attached under Schedule 2D?	<input checked="" type="radio"/> Yes / <input type="radio"/> No
Section 3:	Has a B-BBEE status level verification certificate been submitted? <input checked="" type="radio"/> Yes / <input type="radio"/> No	
	If yes, who was the certificate issued by? (Tick applicable box)	
	<input type="checkbox"/> An accounting officer as contemplated in the Close Corporation Act. <input checked="" type="checkbox"/> A verification agency accredited by the South African National Accreditation System (SANAS). <input type="checkbox"/> A registered auditor.	
	NB. A B-BBEE status level verification certificate must be submitted to qualify for preference points for B-BBEE.	
Section 4:	CIDB registration number, if any: <u>10121492</u>	
Section 5:	Particulars of sole proprietors and partners in partnership	
	Name*	Identity number*
	<u>ALICIA E RITTELS</u>	<u>8901310014080</u>
	Personal income tax number*	<u>2350753154</u>
	* Complete only if sole proprietor or partnership and attached separate page if more than 3 partners	
Section 6:	Particulars of companies and close corporations	
	Company Registration Number: <u>201629519207</u>	
	Close Corporation Number: .....	
	Tax Reference Number: <u>9325188192</u>	
Section 7:	Record of service of the state	
	Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:	
	<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature
	If any of the above boxes are marked, disclose the following: (insert separate page if necessary)	

Name of sole proprietor, partner, director, manager, principal shareholder, or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (Tick appropriate column)	
		Current	Within last 12 months

**Section 8: Record of spouses, children, and partners in the service of the state**

Indicate by marking the relevant boxes with a cross, if any spouse, child or partner of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- |  |   |
|--|---|
| <input type="checkbox"/> a member of any municipal council                                     | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature                                | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity  |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature  |
| <input type="checkbox"/> a member of the board of directors of any municipal entity            |   |
| <input type="checkbox"/> an official of any municipality or municipal entity                   |   |

**If any of the above boxes are marked, disclose the following:**

Name of sole proprietor, partner, director, manager, principal shareholder, or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (Tick appropriate column)	
		current	Within last 12 months

\* Insert separate page if necessary

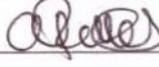
The undersigned, who warrants that he/ she is duly authorised to do so on behalf of the enterprise:

- i) Authorized the Employer to obtain a tax clearance certificate from the South Africa Revenue Service that my / our matters are in order;
- ii) Confirms that the neither the name of the enterprise or the name of any partner, manager, director, or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) Confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signature:		Date:	...8... / ...12... / 20...23...
Print Name:	AE RITTELS	Position:	DIRECTOR

**SCHEDULE 2: AUTHORITY FOR SIGNATORY**

We, the undersigned, hereby authorize Mr./Mrs. Michelle Rittles acting in his/her capacity as ADMINISTRATION OFFICER of the business trading as MBA CONSTRUCTION (PTY) LTD to sign all documentation in connection with Tender T2023/098

Name of members / directors	Signature	Date
ALICIA E RITTELS		8/12/2023
	/	

Note: If bidders attached a copy of their Authorized Signatory, it is not necessary to complete this form.

**SCHEDULE 3: CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorized Mr/Ms.....  
 ..... authorized signatory of the company  
 ....., acting in the capacity of lead partner, to sign all  
 documents in connection with the tender offer for Contract ..... and any  
 contract resulting from it on our behalf.

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

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

**SCHEDULE 4: CERTIFICATE FOR SOLE PROPRIETOR**

---

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

As witnesses:

1.		Chairman:	
2.		Date:	

**SCHEDULE 5: CERTIFICATE FOR CLOSE CORPORATION**

We, the undersigned, being the key members in the business trading as .....  
hereby authorize Mr/Ms ..... acting in the capacity of ..... to sign all  
documents in connection with the tender for Contract ..... and contract resulting  
from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

**SCHEDULE 6: PROPOSED AMENDMENTS AND QUALIFICATIONS**

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to this tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the Employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signature:		Date:	8/12/2023
Print Name:	AE RITTELS	Position:	DIRECTOR
Tenderer:	MBA CONSTRUCTION (PTY) LTD		

**SCHEDULE 7: DECLARATION IN TERMS OF MUNICIPAL RATES AND SERVICES**

**PART A: PROPERTY OWNED BY ENTERPRISE OR DIRECTORS**

Please complete the following if property is owned by the enterprise, the proprietors, directors, or partners in their personal capacity, which must be confirmed by the relevant municipality (**ATTACH COPY OF MUNICIPAL ACCOUNT(S) NOT OLDER THAN 30 DAYS:**

Name of account holder: .....

Account number: .....

Account number: .....

**FOR MUNICIPAL USE ONLY**

I/we hereby certify that the municipal account details of our client is indicated above is correct.

.....  
Name of municipal official (print name)

.....  
Signature of municipal official

Official date stamp of municipality

**PART B: PROPERTY LEASED BY ENTERPRISE OR DIRECTORS**

Please attach a sworn affidavit or a copy of your lease agreement if the property is leased by the enterprise or the proprietors or directors in their personal capacity, for which the aforementioned is not responsible for payment of municipal rates and taxes.

**PART C: WHERE PROPERTY IS NOT OWNED OR LEASED BY ENTERPRISE OR DIRECTORS**

Please attach a sworn affidavit from the proprietor or director of the enterprise confirming that the enterprise does not own or lease any property and that the aforementioned is not responsible for payment of any municipal rates and taxes.

I, AUCIA E RITTELS....., the undersigned, certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 90 days.

*Aucia E Rittels*

8/12/2023

Signature for and on behalf of the bidder

Date



AMAPOLISA OMZANTSI AFRICA

**AFFIDAVIT**

Name and Surname : Michelle CM RITTLES  
 Identity Number : 811116 0151 087  
 Residential Address : 41 JAKARANDA STR-SCOTTSVILLE KRAAIFONTEIN  
 Work Address : 41 JAKARANDA STR-SCOTTSVILLE-KRAAIFONTEIN-7570  
 Telephone number (W) : 021 023 1267  
 Cellphone number : 066 534 9574

**STATES UNDER OATH IN ENGLISH**

I, Michelle Rittles hereby confirm that  
 Mba Construction (Pty) Ltd registration number  
 2016 295 15207 leased the following properties  
 at 41 Jakarandastreet, Scottsville Kraaifontein  
 and at 22 Erica Avenue, Lanquedoc, Groot  
 Drakenstein.

I know and understand the contents of this statement.  
 I have no objection to taking the prescribed oath.  
 I consider the prescribed oath to be binding on my conscience.

SUID AFRIKAANSE POLISIEDIENS
SAPS BRACKENFELL
2023 -12- 11
SAPS BRACKENFELL
SOUTH AFRICAN POLICE SERVICE

  
 Signature

I certify that deponent had acknowledged that he/she knows and understands the contents of this statement which was sworn before me and the deponent's signature / thumb was placed thereon in my presence at **Brackenfell**

SAPS on 2023/12/11 at 13:25

  
 7165392-9  
 D. MTSOKOBA  
 COMMISSIONER OF OATH  
 SOUTH AFRICAN POLICE SERVICES  
 BRACKENFELL BLVD  
 BRACKENFELL

  
 FULL NAMES  
 RANK Sgt

**SCHEDULE 8: DECLARATION OF INTEREST (MBD 4 B)***(On behalf of the company and its directors/ members/ trustees/ principal shareholders<sup>2</sup>)*

1. No bid/database registration will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid/database registration. 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 the 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/database registration in respect of owners/shareholders<sup>2</sup> of the company.

3.1	Full Name of bidder or his or her representative	AUCIA E RITTELS		
3.2	Identity Number (person submitting this declaration)	8901310014080		
3.3	Position occupied in the Company (official/director/trustee/shareholder <sup>2</sup> ):	DIRECTOR		
3.4	Company Registration Number	201629515207		
3.5	Tax Reference Number	9325188192		
3.6	VAT Registration Number	4810282600		
3.7	The names of all directors/ members/ trustees/ principal shareholders, their individual identity numbers, personal tax reference numbers and state employee numbers must be indicated in paragraph 4 below			
3.8	Are you or any director/ member/ trustee/ principal shareholder presently in the service of the state?	Yes	No <input checked="" type="checkbox"/>	
3.8.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)			
	SA ID Number:		Relation:	
	Surname:		Persal No:	
	Full Names:			
	Organ of State:		Position:	
3.9	Have you or any director/ member/ trustee/ principal shareholder been in the service of the state for the past twelve months?	Yes	No <input checked="" type="checkbox"/>	
3.9.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)			
	SA ID Number:		Relation:	
	Surname:		Persal No:	
	Full Names:			
	Organ of State:		Position:	

3.10	Do you or any director/ member/ trustee/ principal shareholder have any relationship (family, friend, other) with persons in the service of the state and/or who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No <input checked="" type="checkbox"/>
------	--	-----	--

3.10.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.11	Are you aware of any relationship (family, friend, other) between you or any director/ member/ trustee/ principal shareholder and any persons in the service of the state who may be involved with the evaluation and/or adjudication of this or any other prospective bid?	Yes	No <input checked="" type="checkbox"/>
------	---	-----	--

3.11.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.12	Is any spouse, child or parent of the company's directors/ members/ trustees/ principal shareholders or stakeholders in the service of the state?	Yes	No <input checked="" type="checkbox"/>
------	---	-----	--

3.12.1	If yes, furnish particulars. (Please write in Block Letters. Add separate page if more than one.)		
SA ID Number:		Relation:	
Surname:		Persal No:	
Full Names:			
Organ of State:		Position:	

3.13	Do you or any director/ member/ trustee/ principal shareholder/ 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 <input checked="" type="checkbox"/>
------	--	-----	--

3.13.1	If yes, furnish particulars. ..... .....		
--------	--	--	--

3.14	Is the supplier or any director/ member/ trustee/ principal shareholder listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	Yes	No <input checked="" type="checkbox"/>
------	--	-----	--

3.14.1	If yes, furnish particulars. ..... .....		
--------	--	--	--

3.15	Is the supplier or any director/ member/ trustee/ principal shareholder listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	Yes	No <input checked="" type="checkbox"/>
3.15.1	If yes, furnish particulars. ..... .....		
3.16	Was the supplier or any director/ member/ trustee/ principal shareholder 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 <input checked="" type="checkbox"/>
3.16.1	If yes, furnish particulars. ..... .....		
3.17	Does the supplier or any director/ member/ trustee/ principal shareholder 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 <input checked="" type="checkbox"/>
3.17.1	If yes, furnish particulars. ..... ..... The municipality may not do business with individuals/businesses, including that of all the owners/partners/members/directors, whose municipal rates and taxes and/or service charges are in arrears for more than three (3) months unless arrangements have been made with the municipality to settle such arrears. Refer to SCM Regulation 38(d). (Certified copies of your <i>most current</i> accounts/statements and/or proof of any arrangement to be submitted <b>every three</b> months – provide individual information in the schedule under par. 4.		
3.18	Was any contract between the supplier 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 <input checked="" type="checkbox"/>
3.18.1	If yes, furnish particulars. ..... .....		

4	<p><b>MFMA Circular No 62 of July 2013</b> require bidders to submit the names of their directors/ trustees/ shareholders, their individual identity numbers, personal tax reference numbers and employee numbers of those who are in the service of the state as defined in the Municipal Supply Chain Management Regulations as part of their bid submissions. <b>A <u>shareholder</u> is defined as a person who <u>owns</u> shares in the company and is actively involved in the management of the company or business, and exercises control over the company.</b></p>					
	<p><b>Full name of directors / trustees / shareholders</b></p>	<p><b>Identity Number</b></p>	<p><b>% Shareholding in company</b></p>	<p><b>Personal Tax Reference Number</b></p>	<p><b>State Employee Number (Persal)</b></p>	<p><b>Municipal rates &amp; services account numbers (3.17.1)</b>  <i>Municipal clearance or most recent service account must be attached as evidence</i></p>
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

I, the undersigned, certify that the information furnished on this declaration form is true and correct. I accept that my/my company's bid/registration may be rejected and in addition to the rejection that action may be taken against me/ my company should this declaration prove to be false.

Signature: [Handwritten Signature] Date: 11.12.2023  
 Capacity of Signatory: ADMINISTRATION OFFICER Name of Bidder/Company/CC Name: MBA CONSTRUCTION (PTY) LTD

**MANDATORY SECTION: THIS DECLARATION WILL NOT BE ACCEPTED IF NOT CERTIFIED:**

- <sup>1</sup> **MSCM Regulations:** "in the service of the state" means to be –
- (a) a member of –
    - (i) any municipal council.
    - (ii) any provincial legislature; or
    - (iii) the national Assembly or the national Council of provinces.
  - (b) a member of the board of directors of any municipal entity.
  - (c) an official of any municipality or municipal entity.
  - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999).
  - (e) a member of the accounting authority of any national or provincial public entity; or
  - (f) an employee of Parliament or a provincial legislature.
- <sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

**Commissioner of Oaths**

Signed and sworn to before me at BRACKENFELL

on this the 11 day of DECEMBER 2023 by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

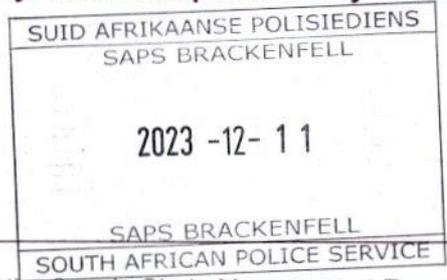
Commissioner of Oaths: [Signature] **7165392-9**  
**D. MTSOKOBA**

Position: Sergeant

Address: B/Fell Boulevard Road  
Brackenfell

Tel: 021 980 5700

**Apply official stamp of authority on this page:**



This document is compulsory, in terms of Regulation 44 of the Supply Chain Management Regulations, to do business with any municipality – If not endorsed by a Commissioner of Oaths, or failure to submit it, will disqualify your business from the acquisitioning process. (Must be submitted annually)

## **SCHEDULE 9: TAX CLEARANCE REQUIREMENTS**

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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.

The tax status requirements as per MBD 1 (Part B) must be complied with. No contract will be awarded to any bidder that is not deemed tax compliant at the date of award.

Each party to a Consortium/Joint Venture shall comply to the conditions stated in MBD 1.



South African Revenue Service

TAX COMPLIANCE STATUS

**PIN Issued**

MBA CONSTRUCTION (PTY) LTD  
41 JAKARANDA STREET  
SCOTTSVILLE  
KRAAIFONTEIN  
7570

Enquiries should be addressed to SARS:

**Contact Details**

SARS  
Alberton  
1528

Contact Centre Tel: 0800 00 7277  
SARS website: www.sars.gov.za

**Details**

Taxpayer Reference Number: 9325188192

Always quote this reference number when contacting SARS

Issue Date:

2023/05/03

Dear Taxpayer

**TAX COMPLIANCE STATUS PIN ISSUED**

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

TCS Details:	
Taxpayer Name	Mba Construction (Pty) Ltd
Trading Name	MBA CONSTRUCTION
Taxpayer Reference Number(s)	IT - 9325188192 Vat - 4810282800 PAYE - 7880801830
Purpose of Request	Good Standing
Request Reference Number	0038818852GS0305231348005
PIN	B7283CGZDX
PIN Expiry Date	03/05/2024

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All your other tax information remains secure.

Your TCS displayed is based on your compliance as at the date and time the PIN is used.

You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

SARS reserves the right to cancel the TCS application and associated PIN in the event that it was issued in error or provided on the basis of fraud, misrepresentation or non-disclosure of material facts.

More details regarding our channels, office hours, services, tailored information regarding tax as well as a comprehensive FAQ repository are available on the SARS website: [www.sars.gov.za](http://www.sars.gov.za).

We value your support and contribution to our country's economy and prosperity. We strive to ensure that you clearly understand what is expected from you, as well as what your rights as a taxpayer are.

Sincerely

**ISSUED ON BEHALF OF THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE**



Name	MBA CONSTRUCTION (PT) LTD	Taxpayer	10586968
Tax reference No.	9325188192	Year	2023
Form ID	TCR00	Page of Page	01/01
Content Version	v2022.03.00	Template version	v2022.06.01

**SCHEDULE 10: JOINT VENTURE AGREEMENT, IF APPLICABLE**

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The Tenderer shall attach to this page a joint venture agreement, if applicable.

**SCHEDULE 11: RECORD OF MINUTES AND ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

No.	Date	Title or Detail
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signature:	<i>[Handwritten Signature]</i>	Date:	8/12/2023
Print Name:	AE RITTELS	Position:	DIRECTOR
Tenderer:	MBA CONSTRUCTION (PTY) LTD		

## SCHEDULE 12: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

### 1. GENERAL CONDITIONS

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

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

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

(a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

### 2. DEFINITIONS

- (a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.
- (b) **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.
- (c) **"Locality"** means an enterprise whose head office or primary place of business or regional or satellite office is located within the boundaries of the Cape Winelands District Municipal Area or Western Cape Province

- (d) **“Proof of locality”** means a –
- 1) municipal account in the name of the tenderer not older than 90 days.
  - 2) lease agreement where the tenderer is the lessee of an official operating business premise; or
  - 3) an official letter from the bank confirming the registered business address of the tenderer.
- (e) **“Proof of B-BBEE status level of contributor”** means the B-BBEE status level certificate issued by an authorised body or person, a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act.
- (f) **“Rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (h) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$80/20 \quad \text{or} \quad 90/10$$

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

$$80/20 \quad \text{or} \quad 90/10$$

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points Allocated (80/20 system)	Number of points claimed (80/20 system)
	To be completed by the organ of state)	To be completed by the tenderer)
B-BBEE status level of contributor	10	10
The promotion of enterprises located in the Western Cape Province for work to be done or services to be rendered in that province;	5	5
The promotion of enterprises located in the Cape Winelands District Municipal area for work to be done or services to be rendered in that municipal area	5	5

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm..... MBA CONSTRUCTION (PTY) LTD .....

4.4. Company registration number: 201629515207 .....

4.5. TYPE OF COMPANY/ FIRM

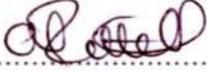
- Partnership/Joint Venture / Consortium
  - One-person business/sole propriety
  - Close corporation
  - Public Company
  - Personal Liability Company
  - (Pty) Limited
  - Non-Profit Company
  - State Owned Company
- [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs

1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

Name and surname	ALICIA E RITTELS
Signature(s) of bidder(s)	
Date	8/12/2023
Address	41 JAKARANDA STREET SCOTTSVILLE - KRAAIFONTEIN - 7510

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

Full name & Surname	MICHELLE CM RITTLES
Identity number	811116 0151 087

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	MBA CONSTRUCTION (PTY) LTD
Trading Name	
Registration Number	201629515207
Enterprise Address	41 JAKARANDASTREET SCOTTSVILLE KRAAIFONTEIN - 7570

- I hereby declare under oath that:
  - The enterprise is 100 % black owned;
  - The enterprise is 100 % black woman owned;
  - Based on the management accounts and other information available on the FEB'23 financial year, the income did not exceed R10,000,000.00 (ten million rands);
  - Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.

100% black owned	Level One (135% B-BBEE procurement recognition)	X
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

- The entity is an empowering supplier in terms of the dti Codes of Good Practice.
- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: \_\_\_\_\_

Date: 4.12.2023

*AWANDEP PAC*  
*700962915*

Commissioner of Oaths  
Signature & stamp

SUID-AFRIKAANSE POLISIEDIENS
SAPS BRACKENFELL
04 DEC 2023
BRACKENFELL
SOUTH AFRICAN POLICE SERVICE

### SCHEDULE 13: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).  <b>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.</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

4.7.1	If so, furnish particulars:
-------	-----------------------------

**CERTIFICATION**

I, THE UNDERSIGNED (FULL NAME) AE RITTELS 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

8/12/2023  
.....  
Date

DIRECTOR  
.....  
Position

MBA CONSTRUCTION (PTY) LTD  
.....  
Name of Bidder

**SCHEDULE 14: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid: T 2023/098  
STRUCTURAL REPAIRS TO THE CAPE WINELANDS  
DISTRICT MUNICIPALITY RIETDAK AND ANNEX BUILDINGS IN  
 (Bid Number and Description) STELLENBOSCH

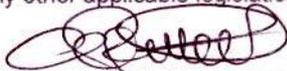
in response to the invitation for the bid made by: CAPE WINELANDS DISTRICT MUNICIPALITY do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of MBA CONSTRUCTION (PTY) LTD that:  
 (Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation.

T.2.2.25 Returnable Schedules

- (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<sup>3</sup> will not be construed as collusive bidding.
7. Without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement, or arrangement with any competitor regarding:
- (a) Prices.
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors, or formulas used to calculate prices.
  - (d) The intention or decision to submit or not to submit, a bid.
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) Bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

  
.....  
Signature

Director  
.....  
Position

8/12/2023  
.....  
Date

MBA CONSTRUCTION  
.....  
Name of Bidder (PTY) LTD

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

## SCHEDULE 15: QUESTIONNAIRE

List all partners / members / directors of this enterprise			
Van / Surname / Ifani	Voornaam / First name / Amagama	ID Nr./No. Inombolo	State Employee Number
RITTELS	AUCIA ELIZNA	8901310014080	N/A

**NB!** To claim Preference points a certified copy of your Balanced Broad-Based Black Economic Empowerment Score Card and proof of locality must be submitted with the **MBD 6.1 Claim Form**.

Vir meer inligting besoek: / For more information please visit: / Inkukach ezithe vetshe uzakuzifumana aph:

The Department of Trade and Industry: <http://bee.thedti.gov.za/>  
 South African National Accreditation System: <http://www.sanas.co.za/directory.php>  
 Independent Regulatory Board of Auditors: <http://irba.co.za/index.php>

Name of Business/Entity: MBA CONSTRUCTION (PTY) LTD

1	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>race</b> .	100 %
2	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>gender</b> .	100 %
3	Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>disability</b> .	0 %

**Please Circle your answer below:**

4	Is your business established within the area of jurisdiction of the District Municipality?	<input checked="" type="radio"/> In / <input type="radio"/> Out
5	Is your business established within the area of jurisdiction of the Western Cape Province?	<input checked="" type="radio"/> In / <input type="radio"/> Out

**SCHEDULE 16: CREDIT ORDER INSTRUCTION**

It is the policy of the Cape Winelands District Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.

Please attached a letter from your bank confirming your banking details.

I/we hereby request and authorise the Cape Winelands district municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account.

I/we understand that a payment advice will be supplied by the Cape Winelands District municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment.

I/we further undertake to inform the Cape Winelands District municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days' notice by prepaid registered post.

AE RUTTEL

INITIALS AND SURNAME:



AUTHORISED SIGNATURE:

8/12/2023

DATE:

0210231267

TELEPHONE NUMBER:

**SCHEDULE 17: COIDA LETTER OF GOOD STANDING**

A valid **Letter of Good Standing from the Department of Employment and Labour** or any institution that is licensed to carry out the business of insurance of its members against liabilities in accordance with the provisions of the COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (Act No. 130 of 1993) or a certified copy thereof must accompany the bid documents unless the bidder is registered on the Accredited Supplier Database of the Municipality and such a letter or a certified copy thereof for the bidder is on record.

The onus is on the bidder to ensure that the Municipality has a valid Letter of Good Standing from the above-mentioned institutions on record. The valid Letter of Good Standing can alternatively be submitted on a date as mutually agreed upon between the bidder and the Cape Winelands District Municipality. A letter of good standing for "tender purposes" from the Department of Labour will also be accepted.

Signature:	<i>[Handwritten Signature]</i>	Date:	8/12/2023
Print Name:	AE RITTELS	Position:	DIRECTOR
Tenderer:	MBA CONSTRUCTION (PTY) LTD		

**SCHEDULE 18: CIDB CONTRACTOR REGISTRATION**

Refer to Tender Data clauses C.2.1.2, C.2.23.3 and C.3.13.1:

I/We hereby confirm my/our registration on the Construction Industry Development Board (CIDB) Contractor Database:

COMPANY NAME	CIDB CONTRACTOR GRADING DESIGNATION	CRS REGISTRATION NUMBER AS APPLICABLE
MBA CONSTRUCTION (PTY) LTD	6GB	10121492

I/We attach a printed copy of the Active Contractor's Listing off the CIDB website [www.cidb.org.za](http://www.cidb.org.za) as documentary proof of the Contractor's Registration issued by the Construction Industry Development Board (CIDB) to this schedule.

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Failure to affix such documentation as proof of Contractor Enterprise registration as prescribed to this Schedule shall result in this tender not being further considered for the award of the Contract.

Signature:		Date:	8/12/2023
Print Name:	Alicia E Rittels	Position:	DIRECTOR
Tenderer:	MBA CONSTRUCTION (PTY) LTD		

**SCHEDULE 20: HEALTH AND SAFETY PLAN**

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. A CWDM Safety Specification will be provided to the successful tenderer. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

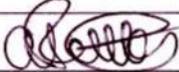
In this regard the successful tenderer shall prepare and submit within ten (10) calendar days from date of being awarded the tender, a Health, and Safety Plan in respect of the Works to demonstrate the necessary competencies and resources to perform the construction work, all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover inter-alia the following details:

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

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

The tenderer shall also consider the additional requirements stated in the Project Specifications that will be provided by the Cape Winelands District Municipality to the successful tenderer when drawing up the Health and Safety Plan for the contract.

Number of sheets, appended by the tenderer to this Schedule.....15.....(If nil, enter NIL).

Signature:		Date:	8/12/2023
Print Name:	AE RITTELS	Position:	DIRECTOR
Tenderer:	MBA CONSTRUCTION (PTY) LTD		

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OCCUPATIONAL HEALTH AND SAFETY  
PLAN

M B A CONSTRUCTION (PTY) LTD

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## **1. INTRODUCTION**

The Occupational Health & Safety Act (OHSA) provides for employees health and safety at work. It encourages management to appoint safety representatives and safety committees in workplace. The regulations offers guidelines on safety measures around toilets, change rooms, stacking and packing, ladders, fire, ventilation, first aid, drinking water, washing facilities, protective clothing, machinery, lighting, temperature, noise and asbestos. It also provides for safety inspectors who have to make sure that employers and employees comply with the Act.

M B A Construction (Pty) Ltd accepts its moral and legal responsibility to provide a workplace and services that poses no risk to employees, the public at large and the environment through the implementation of sound risk management policies in order to promote the well-being of its workforce. The Occupational Health and Safety Act and its regulations and The Compensation for Occupational Injuries and Diseases Act will form the basis for the Health and Safety program of M B A Construction (Pty) Ltd. The Occupational Health and Safety Act places the responsibility for compliance with the Act collectively on the employer and employees.

## **2. OBJECTIVE**

The objective of this policy is to ensure a healthy, safe and conducive working environment.

## **3. THE EMPLOYEE RESPONSIBILITIES**

Employees should take reasonable precautions over their own health and safety at work. They must follow all prescribed precautions and rules about safety and health. They must report any unsafe environments or accidents as soon as possible to the appointed safety representative. Anyone who acts in a reckless way or breaches any safety measures may be disciplined for misconduct and endangerment of others. If an employee endangers the lives of others or acts recklessly on purpose, the employer may consider claiming for

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damages (if any were caused) from the employee. Reprisals will not be taken against an employee for reporting a safety violation and or hazardous working conditions.

#### **4. EMPLOYER'S RESPONSIBILITIES**

The employer must make sure that the workplace is safe and healthy, and must not allow any employees to perform duties that are potentially dangerous. The employee must be made aware of the dangers involved with the job (if there are any). The general responsibilities of the employer include the following:

1. Choosing safety representatives
2. Informing employees of potential dangers in the workplace
3. Reducing any dangers to a minimum
4. Issuing protective clothing where necessary
5. Ensuring that potentially dangerous equipment is in good working order and is safe to work with
6. Making sure that there are clear warning signs and notices (especially exits and escape routes)
7. Keeping the workplace open so that workers can escape from danger if necessary

The Act stipulates that an employer may not take action against any employees who do the following:

- Give information about their safety conditions at work or that the Act states they have to give
- Give evidence in court
- Respond to any request of an inspector
- Refuse to do any thing that is against the law.

Therefore, employees are encouraged to avail themselves should enquiries be made about compliance and or incidents. Employees are also encouraged to make recommendations and suggestions on areas they feel need attention.

#### **5. KEY ISSUES**

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M B A Construction (Pty) Ltd undertakes to ensure that its premises comply with all safety regulations as stipulated by the legislation. A partnership and cooperation between management and staff will be required to ensure a safe and healthy environment. M B A Construction (Pty) Ltd therefore strives to:

- 5.1 Set Health, Safety and Environmental goals and will continuously evaluate performance and progress against these goals
- 5.2 Continuously assess risks and hazards in the workplace and implement control measures to manage, reduce and eliminate risks
- 5.3 Provide equipment and systems that are not risky
- 5.4 Provide sufficient information, instruction, training and supervision to enable all employees to understand and accept their responsibilities pertaining to the Occupational Health and Safety Act in order to contribute positively to their own health and safety at work and of their co-workers
- 5.5 Ensure that management set an example in safe behaviour and maintain a constant and continuing interest in employee safety
- 5.6 Communicate the content of this policy and any related programmes on a continuous basis to all employees;
- 5.7 Promote an environment of cooperation and participation in Health and Safety planning and implementation by all employees
- 5.8 Provide contractors and prospective contractors with the Health and Safety requirements contained in this policy and require full compliance with the policy
- 5.9 Ensure that all incidents leading to an environmental impact, injury, occupational disease, damage to property or process losses are reported and analysed thoroughly and with participation of all stakeholders in order to determine all contributing factors to promptly implement corrective and preventative action
- 5.10 Establish, maintain and review of Emergency Preparedness Plans to minimize health impacts, injuries, damage to the environment and/or property loss to the community or organisation;
- 5.11 Encourage all employees to undergo First Aid training (at company cost) and a First Aid Kit will be kept in an accessible place for all employees. The safety representative will ensure that the First Aid Kit contains all necessary supplies and is replenished on a regular basis.
- 5.12 Provide the necessary, human, financial, logistic resources and equipment for the successful management of the Health and Safety program; and
- 5.13 Adopt a zero tolerance approach with any employee, contractor or any other person who knowingly and wilfully violates this policy.
- 5.14 Introduce fire drills and ensure that all employees are aware of what to do in case of emergencies.
- 5.15 Ensure that all exit doors can be opened from inside should an emergency arise.

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M B A Construction (Pty) Ltd requires all staff and contractors to comply with their responsibility in accordance with the Occupational Health and Safety Act and adhere to all safe work standards and procedures and to:

- 5.16 Take reasonable care of the health and Safety of employees and of co-workers;
- 5.17 Identify, report, eliminate or control all unsafe acts and conditions;
- 5.18 Operate and use equipment and vehicles in such a way that their safety and that of others is ensured;
- 5.19 Maintain and use Personal Protective Equipment where prescribed;
- 5.20 Cooperate with the employer on matters pertaining to Health and safety; and
- 5.21 Carry out any lawful order given to him/her by the employer in the interest of Health and Safety.

## **6. HEALTH & SAFETY SPECIFICATIONS FOR SPECIFIC MAINTENANCE WORK**

After many years of consultation with the construction industry the government gazetted a specific regulation for construction activities in July 2003 in relation to the Occupational Health & Safety Act No 85 of 1993.

Section 4 (1) (a) of the construction regulations requires the client to prepare Health & Safety specifications for any proposed construction work. In the construction regulations a Health & Safety Specification is defined as "a documented specification of all health & safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons".

### **SUPERVISION**

- The contractor shall appoint a full-time competent employee as the construction supervisor, with the duty of supervising the construction work.
- The contractor may appoint in writing one or more competent employees to assist the appointed construction supervisor. Every such appointed employee shall, to the extent clearly defined by the contractor in the letter of appointment, have the same duties as the construction supervisor, provided that the designation of any such employee shall not relieve the appointed construction supervisor of any personal accountability for

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failing in his supervisory duties referred to in terms of section 6(1) of the construction regulations.

- No construction supervisor shall supervise any construction work on or in any construction site other than the site in respect of which he or she has been appointed.
- The contractor may on consideration of the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.

### **RISK ASSESSMENT**

The contractor performing construction work shall before the commencement of any construction work and during construction work, cause a risk assessment to be performed by a competent person appointed in writing and the risk assessment shall form part of the health and safety plan to be applied on the site and shall include at least—

- the identification of the risks and hazards to which persons may be exposed to;
- the analysis and evaluation of the risks and hazards identified;
- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- a monitoring plan; and
- A review plan.

The contractor shall ensure that all employees under his or her control are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

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The contractor shall ensure that as far as is reasonably practicable, ergonomic related hazards are analyzed, evaluated and addressed in the risk assessment.

### **FALL PROTECTION**

- Competent person must be appointed and be responsible for the preparation of a fall protection plan as detailed in section 8 of the construction regulations;
- The fall protection plan must be implemented, amended where and when necessary and maintained as required;
- Monitoring must take place to ensure the continued adherence to the fall protection plan.

### **STRUCTURES**

The contractor shall ensure that—

- all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;
- No structure or part of a structure is loaded in a manner which would render it unsafe.
- The contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, client, client's agent or employee.
- The designer of a structure shall—  
take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimize the risk;

- 
- carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a record of those inspections is to be kept on site;
  - stop any contractor from executing any construction work which is not in accordance with the relevant design;
  - conduct a final inspection of the completed structure prior to its commissioning to render it safe for commissioning and issue a completion certificate to the contractor; and
  - Ensure that during commissioning, cognisance is taken of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.

#### **FORMWORK AND SUPPORT WORK**

The contractor shall ensure that—

- all formwork and support work operations are carried out under the supervision of a competent person who has been appointed in writing for that purpose; All formwork and support work operations shall be carried out as detailed in section 10 of construction regulations.

#### **EXCAVATION WORK**

- The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing.
- The contractor shall evaluate, as far as is reasonably practicable, the stability of the ground before excavation work begins.
- Every contractor who performs excavation work shall ensure that all excavation work is carried out as detailed in section 11 of construction regulations.

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## **SCAFFOLDING**

- Every contractor using access scaffolding shall ensure that such scaffolding, when used, complies with the safety standards incorporated for this purpose into these Regulations under section 44 of the Occupational Health & Safety Act.
- The contractor shall ensure that all scaffolding work operations are carried out under the supervision of a competent person who has been appointed in writing and that all scaffold erectors, team leaders and inspectors are competent to carry out their work.
- A contractor using scaffolding shall ensure that all scaffolding is erected and dismantled according to the requirement of SABC CODE 085.

## **CONSTRUCTION VEHICLES AND MOBILE PLANT**

The contractor shall ensure that all construction vehicles and mobile plants-

- are of an acceptable design and construction;
- are maintained in a good working order;
- are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;
- are operated by workers who—
  - have received appropriate training and been certified competent and been authorised to operate such machinery; and
  - are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness
- All uses of construction vehicles and mobile plant meet the requirements of the construction regulation

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## **ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES**

The contractor shall ensure that— -

- Before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cable or apparatus which is under, over or on the site;
- All parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;
- in working areas where the exact location of underground electric power lines is unknown, employees using jackhammers, shovels or other hand tools which may make contact with a power line, are provided with insulated protective gloves or otherwise that the handle of the tool being used is insulated
- all temporary electrical installations are inspected at least once a week and electrical machinery on a daily basis before use on a construction site by competent persons and the records of these inspections are recorded in a register to be kept on site
- The control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing.
- That all electrical installations on site comply with the electrical installation regulations.

## **HOUSEKEEPING ON CONSTRUCTION SITES**

The contractor shall ensure that—

- Good housekeeping is continuously implemented on each construction site, including provisions for the proper storage of materials and equipment; and waste removal
- Loose materials required for use, are not placed or allowed to accumulate on the site so as to obstruct the means of access to and egress from workplaces and passageways

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- Construction sites in built-up areas, adjacent to a public way, are suitably and sufficiently fenced off and provided with controlled access points to prevent the entry of unauthorized persons.

- A catch platform or net is erected above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe in the case of the threat of persons being struck by falling objects.

### **STACKING AND STORAGE ON CONSTRUCTION SITES**

The contractor shall ensure that—

- A competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site;
- Adequate storage areas are provided;
- There are demarcated storage areas; and
- Storage areas are kept neat and under control.

### **FIRE PRECAUTIONS & EMERGENCY PREPAREDNESS ON CONSTRUCTION SITES**

Every contractor shall ensure that—

- All appropriate measures are taken to avoid the risk of fire;  
sufficient and suitable storage is provided for flammable liquids, solids and gases;
- Smoking is prohibited and notices in this regard are prominently displayed in all places containing readily combustible or flammable materials;
- Combustible materials do not accumulate on the construction site;
- welding, flame cutting and other hot work are done only after the appropriate precautions as required have been taken to reduce the risk of fire;

- 
- Suitable and sufficient fire-extinguishing equipment is provided as per the requirement of SABS 0400
  - The fire equipment is inspected by a competent person.
  - A sufficient number of workers are trained in the use of fire-extinguishing equipment;
  - Where appropriate, suitable visual signs are provided to clearly indicate the escape routes in the case of a fire
  - The means of escape is kept clear at all times –
  - There is an effective evacuation plan.
  - A siren is installed and sounded in the event of a fire.
  - First aid facilities must be provided as per requirements of the occupational health & safety act. this includes:
    - There must be a trained first aid person and first aid resources on site at all times whilst construction is taking place.
    - A standard must be drawn up for the management of injuries on duty and investigations thereof.

### **CONSTRUCTION WELFARE FACILITIES**

The principal contractor shall, depending on the number of workers and the duration of the work, provide at or within reasonable access of every construction site, the following clean and maintained facilities:—

- At least one shower facility for every 15 workers at least one sanitary facility for every 30 workers
- changing facilities for each sex

- 
- sheltered eating areas.

## **ENVIRONMENTAL CONTROL**

The principal contractor will ensure that:

- The construction process does not impact negatively on the environment
- Take due regard to the fact that the prison is operational and take due precaution to ensure that the construction does not impact on its operations.

## **7. PREVENTION MEASURES**

- Comprehensive risk assessments will be conducted periodically.
- Fire precautions will be taken.
- An emergency contingency plan will be developed.
- General evacuation and fire procedures will be put in place and communicated to all employees.
- Brouwers Property Developments CC will ensure that all electrical installations are conducted by qualified and reputable people.
- There will be clear warning signs in and around the premises.
- Regular health and safety meetings will be held with all employees to discuss concerns, updates and new plans.

## **8. GENERAL**

- All references to his or her" in this document should be read as his or her and he or she.
- Although the majority of activities on a construction site are specifically addressed in the construction regulations of July 2003, it should be noted that some activities and plant are covered by other regulations contained in the Occupational and Safety Act (No 85 of 1993) and regulations.
- The act is to be strictly adhered to at all times. Non conformance may result in prosecution resulting in financial penalties and/or imprisonment.

All references to The contractor should read as the principal contractor viz M B A Construction (Pty) Ltd.

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All references to a contractor should read as a sub contractor appointed or nominated by either the client or M B A Construction (Pty) Ltd.

**SCHEDULE 21: WORKS PROGRAM**

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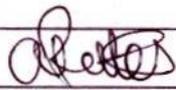
The tenderer shall prepare and submit within ten (10) calendar days from date of being awarded the tender, a programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for the Contract, to this page.

This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and tempo of the various activities and the quantities that will be carried out every week under each of the elements, comprising the work for this contract. The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed. The working hours shall be indicated.

The tenderer shall also consider the additional requirements stated in the Project Specifications when drawing up the programme.

**Details of the preliminary programme shall be appended to this Schedule.**

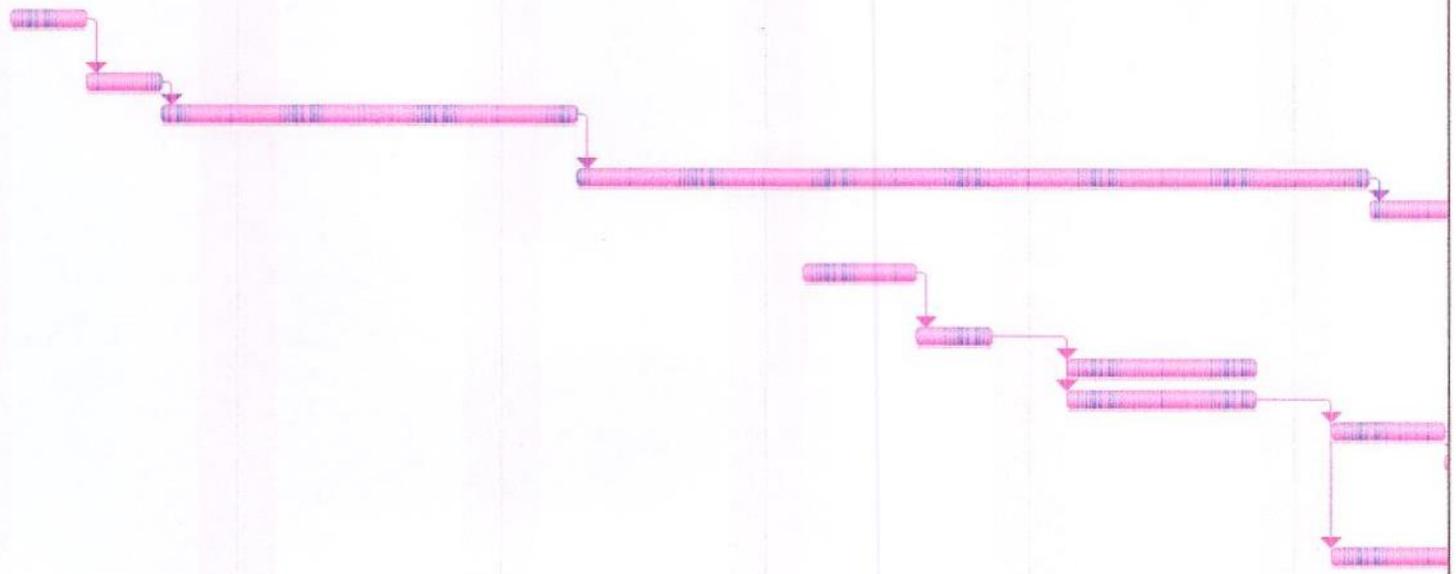
Number of sheets, appended by the tenderer to this Schedule.....3.....(If nil, enter NIL).

Signature:		Date:	8/12/2023
Print Name:	AE RITTELS	Position:	DIRECTOR
Tenderer:	MBA CONSTRUCTION (PTY) LTD		



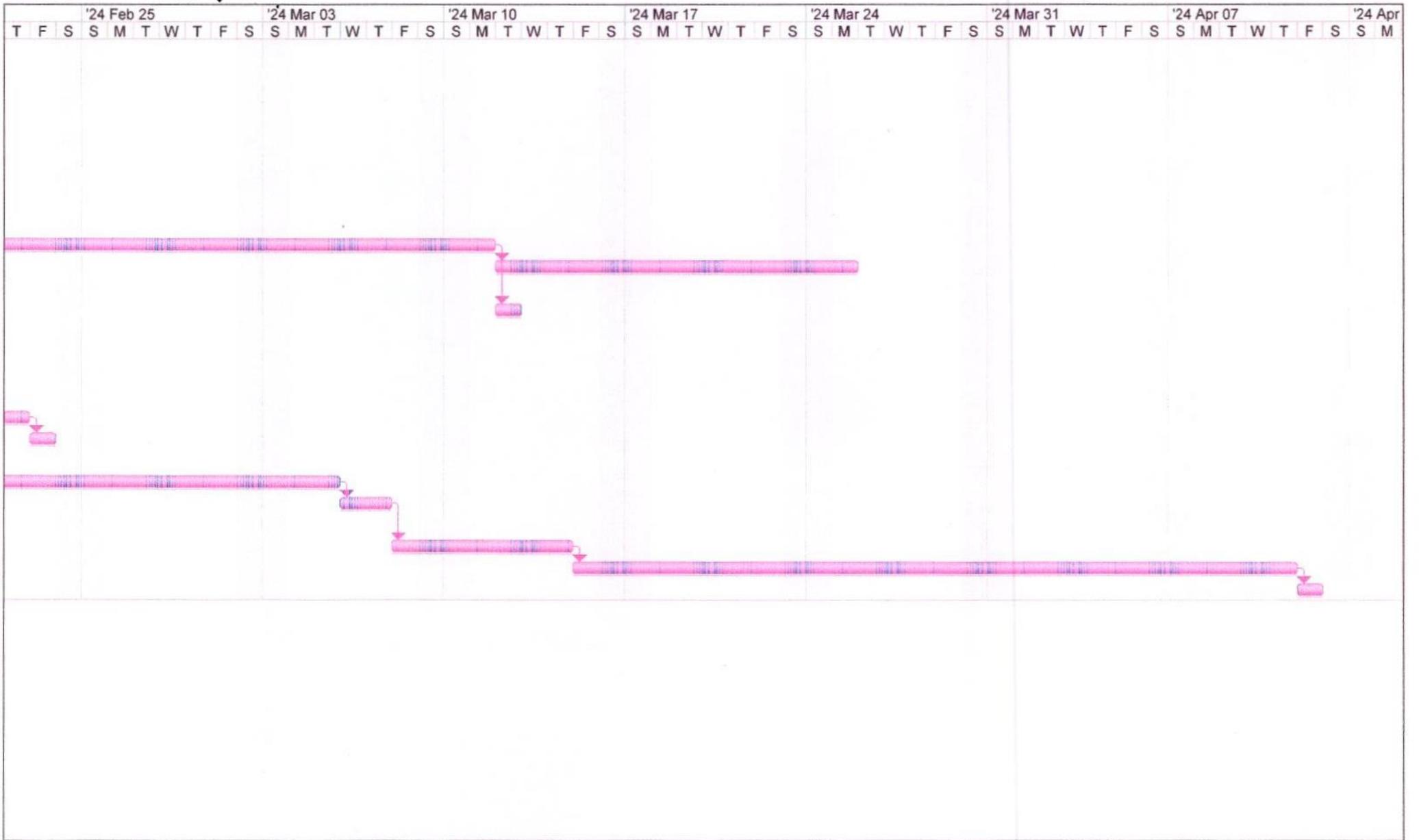
'23 Dec 31      '24 Jan 07      '24 Jan 14      '24 Jan 21      '24 Jan 28      '24 Feb 04      '24 Feb 11      '24 Feb 18

S S M T W T F S    S S M T W T F S    S S M T W T F S    S S M T W T F S    S S M T W T F S    S S M T W T F S    S S M T W T F S    S S M T W



Project: 2023\_Winelands\_program  
Date: Mon 23/12/11

Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	



Project: 2023\_Winelands\_program  
 Date: Mon 23/12/11

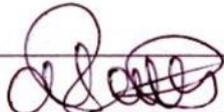
Task		Milestone		External Tasks	
Split		Summary		External Milestone	
Progress		Project Summary		Deadline	

**SCHEDULE 22: RECORD OF ADDENDA TO TENDER DOCUMENTS**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Attach additional pages if more space is required

Signature:		Date:	8/12/2023
Print Name:	AE RITTELS	Position:	DIRECTOR
Tenderer:	MBA CONSTRUCTION (PTY) LTD		

**SCHEDULE 23 (a): COMPANY'S WORK EXPERIENCE**

Ref.	Employer (Name, Telephone, E-mail)		Nature of Work	Value of Work (including VAT)
1	Name of Entity			
	Contact Person			
	Telephone			
	E-mail			
2	Name of Entity			
	Contact Person			
	Telephone			
	E-mail			
3	Name of Entity			
	Contact Person			
	Telephone			
	E-mail			
4	Name of Entity			
	Contact Person			
	Telephone			
	E-mail			
5	Name of Entity			
	Contact Person			
	Telephone			
	E-mail			

DOCUMENTS ATTACHED

**SCHEDULE 23 (b): COMPANY'S WORK EXPERIENCE**

Ref.	Employer (Name, Telephone, E-mail)	Nature of Work	Value of Work (including VAT)
6	Name of Entity		
	Contact Person		
	Telephone		
	E-mail		
7	Name of Entity		
	Contact Person		
	Telephone		
	E-mail		
8	Name of Entity		
	Contact Person		
	Telephone		
	E-mail		
9	Name of Entity		
	Contact Person		
	Telephone		
	E-mail		
10	Name of Entity		
	Contact Person		
	Telephone		
	E-mail		

DOCUMENTS ATTACHED

# MBA Construction Pty Ltd

41 Jakaranda Street, Scottsville, Kraaifontein, 7570

Tel: 021 023 1267 / Fax: 086 732 4462, Email: [michelle.rittles@gmail.com](mailto:michelle.rittles@gmail.com)

## Completed Projects

EMPLOYER	CONTACT PERSON	NATURE OF WORK	VALUE OF WORK	COMPLETION DATE
Brouwers Property Developments cc	MC Brouwers	Construction & Civils of Witsands Sports Complex - Atlantis	R 4 532 989.12	28 July 2011
Brouwers Property Developments cc	MC Brouwers	Renovations and Refurbishment of buildings at Voortrekker Park Resort - Strand	R 3.3 million	30 April 2012
Miradi Architects	Jacob Motanya	Alterations, upgrade and renovations including roofing maintenance at Milnerton Private Residence	R 2 400 000.00	16 June 2017
Archade Design Studios	Knowledge Makombe	Alterations, upgrade and renovations including roofing maintenance, brickwork, steel, concrete and interior partitioning, plumbing, paving at Coral House Durbanville	R 3 200 000.00	18 November 2017
Ithemba Labs	Donovan Van Wyngaardt	Renovations and Refurbishment at Ithemba Labs – Cape Town	R 531 373.20	22 Dec 2017
Brouwers Property Developments cc	MC Brouwers	Construction of New House – Alomzicht Brackenfell	R 2,285 500.00	28 March 2018
Drakenstein Municipality	Ludwick Layman	Construction of Informal Trading Kiosk in Groenheuwel (Paarl)	R 721,325.00	19 June 2018
Department of Health Western Cape	Bonke Mahamba	Roofing Maintenance & building repairs to admin building at Helderberg Hospital	R 222,979.50	30 June 2018

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## Completed Projects

EMPLOYER	CONTACT PERSON	NATURE OF WORK	VALUE OF WORK	COMPLETION DATE
Department of Health Western Cape	Bonke Mahamba	Gustrouw CDC: General Fencing and building works	475,752.60	End July 2018
Department of Health Western Cape	Bonke Mahamba	Restoration of Bathrooms and upgrade of Kitchen at Helderberg Hospital	232,189.10	July 2018
Stellenbosch Municipality	Shafiek Biscombe SBI Properties	Building of Ablution Facilities at Langedoc SportsGround	1,134,821.65	July 2018
Swartland Municipality	Wihan Swarts Neil Lyners & Associated	Chatsworth New Buildings for Sports Facility	2,803,680.00	July 2019
Stellenbosch Municipality	Carel Coetzer Bisiwe Van Niekerk Inc	Van Der Stel Sports Ground: Roofs & Structural Repairs & Minor Alterations	3,304,525.56	End August 2019
Transnet Freight Rail CPT	Norman Lakay	Maintenance to Various Transnet Freight Rail Signal Cabins at Huguenot, Klapmuts, Paarl, Dal Josafat and Muldersvlei	760,667.61	End August 2019
Stellenbosch Municipality	Schalk VD Merwe	Extension to Existing Office Building Jan Marais Nature Reserve Stellenbosch	3,437,082.75	April 2021
George Municipality	Paul Goedhardt Tuiniqua Engineers	Replacement of roof coverings at Conville Community Hall - George	1,080,982.34	May 2021
Swartland Municipality	Neville Quickfall	Construction of new boundary wall (Moorreesburg Swimming Pool)	420,475.65	30 June 2021

EMPLOYER	CONTACT PERSON	NATURE OF WORK	VALUE OF WORK	END DATE
Stellenbosch Municipality	Piet Smit Theresa Benjamin	Additions and Alterations for Community Development Offices in 21 Simonsberg Street, Stellenbosch	1,064,224.95	Sept 2022
Saldanha Municipality	Mark Lyners	Construction of New Middelpoos Commercial Node	2,197,261.22	October 2022
Swartland Municipality	Jacques Snyders SKCM Engineers	Construction of ablution facilities for the period up to 30 June 2023	2,632,800.00	March 2023

# MBA Construction Pty Ltd

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Tel: 021 023 1267 / Fax: 086 732 4462, Email: [michelle.rittles@gmail.com](mailto:michelle.rittles@gmail.com)

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## References

1. Miradi Group Pty Ltd
  1. Jacob Motanya – Professional Architect 078 217 1850 / 021 552 9505
  
2. Archade Design Studio
  1. Knowledge Makombe – Professional Architect 071 268 8663
  
3. Brouwers Property Developments cc
  1. MC Brouwers – Project Manager – 081 277 9051
  
4. Ithemba Labs (Cape Town)
  1. Donovan Van Wyngaardt – 021 843 1000
  
5. Stellenbosch Municipality
  1. Shafiek Biscombe – SBI Properties – Architectural Services 083 638 6388
  
6. Stellenbosch Municipality
  1. Carel Coetzer – Bisiwe Van Niekerk Inc – Quantity Surveying – 021 883 2412
  
7. Department of Health Western Cape
  1. Bonke Mahamba – Agent – 021 830 3762 / 063 696 3747
  
8. Swartland Municipality
  1. Wihan Swarts – Neil Lyners Associates – 021 872 0622
  
9. Stellenbosch Municipality
  1. Schalk VD Merwe – Stellenbosch Municipality Project Manager – 021 808 8679

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## Company Profile

MBA Construction Pty Ltd was officially founded in August 2016 after trading as a subcontractor for larger established businesses for more than 13 years. The company is a building maintenance, civil and Construction Company situated in the Western Cape. We have previously performed projects in the Eastern Cape (Tsitsikamma Region), Northern Cape (Sutherland) and as far as Lambert Bay.

The owner is the sole member and has 100% share in the business. MBA Construction PTY Ltd is a BEE Status Level 1 certificate.

## Mission

Our company mission is to generate profit through providing excellent, cost efficient services, while building relationships with staff and clients alike, based on integrity and trust. Driven to satisfy our client's dynamic needs by creating sustainable solutions that exceed expectations. We are dedicated to the idea that every client is a long term relationship.

## Short Term Objectives

- Employment and training / Health and Safety / Ensuring good works ethic and Relationships and
- Deliver top quality workmanship

## Long Term Objective

- Government /Semi-Government and Private sector tenders
  - Building established relationships with customers
-

## Products and Services

We are based in the Western Cape and specialise in the Construction and Maintenance industry. We are dedicated to providing excellent services, supplies and advice. Drawing on its base of experienced and skilled labour as well as up-to-date equipment and other material resources, We are able to deliver quality service expeditiously. We also have a 24hour service Maintenance and backup team servicing 1 client at the moment

## Keys to Success

MBA Construction Pty Ltd keys to success are comprised of the following factors:

- Many relationships among the commercial, industrial and municipal community.
- Impeccable and unique workmanship.
- Ensure high-quality, on-site management.
- Ensuring estimates on price and completion dates are as accurate as possible.
- Excellent safety standards & records.

## Services

MBA Pty Ltd provides the following services to its clients.

- Construction (Buildings / Infrastructure work)
- Spec Housing -
- Building maintenance (Painting / Tiling / Roofing / Plumbing / Electrical / Aluminium and Glass s/Ceilings/ Paving / Built in Cupboards and Joinery etc.)
- Shop fitting

## Achievements

Over the years, the company has grown considerably and we are currently hold a CIDB rating of 6 GB PE, which allows the company to tender for work up to 6.5 Million rand. We have built sound relationships with customers and suppliers exceeding expectations.

## Occupational Health and Safety Policy

All employees are important to the company and to their families. Every worker has the right to a safe and healthy working environment and the right to everyday healthy without injury.

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## List of Current Projects

EMPLOYER	CONTACT PERSON	NATURE OF WORK	VALUE OF WORK	START DATE
Brouwers	MC Brouwers	Construction of a new house at Bettys Bay	1,569,596.86	FEB 2023

**SCHEDULE 24 (a): FOREMAN'S / PROJECT LEADER'S EXPERIENCE**

Ref.	Employer (Name, Telephone, E-mail)		Nature of Work
1	Name of Entity		<i>CV ATTACHED</i>
	Contact Person		
	Telephone		
	E-mail		
2	Name of Entity		
	Contact Person		
	Telephone		
	E-mail		
3	Name of Entity		
	Contact Person		
	Telephone		
	E-mail		
4	Name of Entity		
	Contact Person		
	Telephone		
	E-mail		
5	Name of Entity		
	Contact Person		
	Telephone		
	E-mail		

Curriculum Vitae: William Brouwers (Construction Foreman)

PERSONAL INFORMATION

Surname	Brouwers
First Name	William
ID Number	7005065408082
Date of birth	06 May 1970
Residential Address	84 Milton Road Scottsville-Kraaifontein 7570
Postal Address	Same as Above
State Of Health	Excellent
Linguistic Abilities	Afrikaans & English
Outstanding Characteristics	Analytical mind, attention to detail, and ability to make unplanned decisions based on objective criteria; proven people management skills including the management of subcontractors, expertise of all construction disciplines, foreman plans and oversees operations within a construction site to ensure that everything is running smoothly. ... Manage, coordinate, supervise, and setup a variety of aspects of a construction site

EDUCATION: Matric 1988

EMPLOYMENT HISTORY

Name of Employer	E Pieterse Construction cc
Position	General Foreman
Term	2007 - January 2015
Name of Employer	MBA Construction Pty Ltd
Position	Foreman
Term	August 2016 – Current

## CONSTRUCTION BACKGROUND / EXPERIENCES

Contract & Client: **Miradi Architects**  
**Jacob Motanya – 078 217 1850**  
Nature of Work: Alterations, Upgrade and renovations including roofing maintenance at Millerton Private Residence  
Position Held: Foreman  
Value of Work: R 2,400,000.00  
Year Completed: 16 June 2017

Contract & Client: **Brouwers Property Developments cc**  
**Michael Brouwers – 081 277 9051**  
Nature of Work: Construction of New House – Alomzicht Brackenfell  
Position Held: Site Agent / Contracts Manager  
Value of Work: R 2,285,500.00  
Year Completed: 28 March 2018

Contract & Client: **SBI Properties**  
**Shafiek Biscombe – 083 638 6388**  
Nature of Work: Building of Ablution Facilities at lanquedoc SportsGround  
Position Held: Foreman  
Value of Work: R 1,134,821.65  
Year Completed: July 2018

Contract & Client: **Neil Lyners Associates**  
**Wihan Swarts – 021 872 0622**  
Nature of Work: Chatsworth: New Buildings for Sports Facility  
Position Held: Foreman  
Value of Work: R 2,803,680.00  
Year Completed: July 2019

Contract & Client: **Bisiwe Van Niekerk Inc**  
**Carel Coetzer – 021 883 2412**  
Nature of Work: Van Der Stel Sporst Ground: Roofs & Structural Repairs & Minor Alterations  
Position Held: General Foreman  
Value of Work: R 3,304,525.56  
Year Completed: End August 2019

Contract & Client: **Stellenbosch Municipality**  
**Schalk VD Merwe – 021 808 8111**

Nature of Work:

Position Held:

Value of Work:

Anticipated Completion:

**Jacques Snyders**

Construction of ablution facilities for the period up to 30 June 2023

Contracts Manager

R 2,632,800.00

Contract & Client:

Nature of Work:

Position Held:

Value of Work:

Anticipated Completion:

**Stellenbosch Municipality**

**Theresa Benjamin 021 808 8153**

Additions & Alterations for community development offices in 21 Simonsberg Street, Stellenbosch

Contracts Manager

R 1 064 224.95

June 2022

Contract & Client:

Nature of Work:

Position Held:

Value of Work:

Anticipated Completion:

**Saldanha Municipality**

**Mark Lyners 022 701 7000**

Construction of New Commercial Node Saldanha

Contracts Manager

R 2 197 261.22

August 2022

**SCHEDULE 24 (b): FOREMAN'S / PROJECT LEADER'S EXPERIENCE**

Ref.	Employer (Name, Telephone, E-mail)		Nature of Work
6	Name of Entity		CV ATTACHED
	Contact Person		
	Telephone		
	E-mail		
7	Name of Entity		
	Contact Person		
	Telephone		
	E-mail		
8	Name of Entity		
	Contact Person		
	Telephone		
	E-mail		
9	Name of Entity		
	Contact Person		
	Telephone		
	E-mail		
10	Name of Entity		
	Contact Person		
	Telephone		
	E-mail		

Curriculum Vitae: CJ De Bruin (Site Agent/ Construction Manager)

PERSONAL INFORMATION

Surname	De Bruin
First Name	Christopher
ID Number	7108245128081
Date of birth	24 August 1971
Residential Address	7 Hofmeyer Kraaifontein North 7570
Postal Address	Same as Above
State Of Health	Excellent
Linguistic Abilities	Afrikaans & English

Outstanding Characteristics

Working collaboratively with contractors to ensure that construction and/or building contracts are carried out on schedule, overseeing all on-site activities, ensuring that all works are organized and key building materials delivered on time.

Ensures that a wide range of residential, commercial, and industrial projects are well monitored and directed from their start until their completion.

Utilizes professionalism, high levels of organization, and attention to detail to ensure that contractors and subcontractors complete their work in strict adherence to time and budget expectations.

EMPLOYMENT HISTORY

Name of Employer	Drake and Scull Pty Ltd
Position	Property/Facility Manager
Term	January 2008 - 2010

Name of Employer	Jubilee Maintenance cc
Position	Site agent/Technical
Term	2010 - 2015

Name of Employer	L De Bruin Construction
Position	Site Agent/Technical
Term	2015 - January 2016

Name of Employer	MBA Construction Pty Ltd
Position	Site Agent /Construction Manager - Oversee operations on a day-to- Day basis, and ensure that work is done safely, On time and within budget and to the right quality standards.
Term:	August 2016 – Current

## CONSTRUCTION BACKGROUND / EXPERIENCES

Contract & Client: **Miradi Architects**  
**Jacob Motanya – 078 217 1850**  
Nature of Work: Alterations, Upgrade and renovations including roofing maintenance at Millerton Private Residence  
Position Held: Foreman  
Value of Work: R 2,400,000.00  
Year Completed: 16 June 2017

Contract & Client: **Brouwers Property Developments cc**  
**Michael Brouwers – 081 277 9051**  
Nature of Work: Construction of New House – Alomzicht Brackenfell  
Position Held: Site Agent / Contracts Manager  
Value of Work: R 2,285,500.00  
Year Completed: 28 March 2018

Contract & Client: **SBI Properties**  
**Shafiek Biscombe – 083 638 6388**  
Nature of Work: Building of Ablution Facilities at lanquedoc SportsGround  
Position Held: Foreman  
Value of Work: R 1,134,821.65  
Year Completed: July 2018

Contract & Client: **Neil Lyners Associates**  
**Wihan Swarts – 021 872 0622**  
Nature of Work: Chatsworth: New Buildings for Sports Facility  
Position Held: Foreman  
Value of Work: R 2,803,680.00  
Year Completed: July 2019

Contract & Client: **Bisiwe Van Niekerk Inc**  
**Carel Coetzer – 021 883 2412**  
Nature of Work: Van Der Stel Sporst Ground: Roofs & Structural Repairs & Minor Alterations  
Position Held: General Foreman  
Value of Work: R 3,304,525.56  
Year Completed: End August 2019

Contract & Client: **Stellenbosch Municipality**  
**Schalk VD Merwe – 021 808 8111**

Nature of Work: Extension to Existing Office Building Jan Marais Nature Reserve Park  
Position Held: Foreman  
Value of Work: R 3,437 082.75  
Year Completed: November 2020

Contract & Client:

**Swartland Municipality**  
**Neville Quickfall – 022 487 9400**

Nature of Work:

Construction of New Boundary Wall  
Moorreesburg Swimming Pool

Position Held:

Foreman

Value of Work:

R 420 475.65

Anticipated Completion:

June 2021

Contract & Client:

**EAS Engineers**  
**Ted Kelly**

Nature of Work:

Boundary Wall, Reconstruction @ White Sands, Gilquin Crescent, Houtbay

Position Held:

General Foreman

Value of Work:

R 420 475.65

Completion:

May 2022

Contract & Client:

**Stellenbosch Municipality**

**Theresa Benjamin 021 808 8153**

Nature of Work:

Additions & Alterations for community development offices in 21 Simonsberg Street, Stellenbosch

Position Held:

Foreman

Value of Work:

R 1 064 224.95

Anticipated Completion:

June 2022

Contract & Client:

**Stellenbosch Municipality**

**Theresa Benjamin 021 808 8153**

Nature of Work:

Additions & Alterations for community development offices in 21 Simonsberg Street, Stellenbosch

Position Held:

Foreman

Value of Work:

R 1 064 224.95

Anticipated Completion:

June 2022

# CURRICULUM VITAE – MARK CARSTENS

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## PERSONAL DETAILS

Full Name	John Mark Carstens
Residential and Postal Address	4 Rayvonne Glade 135 Main Road Bergvliet 7945
Telephone	060 526 8113
E-mail	<a href="mailto:mark@intakaconsulting.co.za">mark@intakaconsulting.co.za</a>
Date of Birth	13 January 1978
Nationality	South African
Drivers Licence	Code B

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## EDUCATION

Bergvliet High School	Matriculated 1995
Cape Technikon - National Diploma in Building	1997 – 1999
Cape Technikon – BTech Quantity Surveying	2000

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## PROFESSIONAL REGISTRATIONS

Association of South African Quantity Surveyors – Professional Member  
(Membership Number 4377)

Royal Institution of Chartered Surveyors - Professional Member  
(Membership Number 6561652)

South African Council for the Quantity Surveying Profession – Professional Member  
(Registration Number 3234)

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# CURRICULUM VITAE – MARK CARSTENS

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## EMPLOYMENT EXPERIENCE SINCE QUALIFICATION - 14 YEARS

### 1. INTAKA CONSULTING – QUANTITY SURVEYING AND COST MANAGEMENT

Established Intaka Consulting (Pty) Ltd in July 2015 to offer an agile and dynamic approach of consistently providing independent professional consulting services in the most efficient and economically effective manner using recognised quantity surveying methods and standards.

### 2. NABIH ELIAS AZZAM & PARTNERS - DUBAI, UAE

Employed as a Senior Cost Consultant from December 2014 to March 2015 for the preparation and presentation of feasibility and planning cost estimates as well as the oversight and supervision of measurement and production of tender documentation.

### 3. WESTERN CAPE GOVERNMENT: DEPARTMENT OF TRANSPORT AND PUBLIC WORKS

Employed as the Chief Quantity Surveyor for the Provincial Public Works Directorate for Educational Facilities from September 2010 to December 2014 (4 Years).

#### **Duties and responsibilities**

Responsible for all aspects of Quantity Surveying services applicable to individual projects, sub-programmes and the overall infrastructure programme mandated by, and carried out on behalf of, the Western Cape Education Department (WCED) including, but not limited to, the following:

- Overall management of the Quantity Surveying section office for the Directorate, consisting of one Professional Quantity Surveyor, six Candidate Quantity Surveyors and two administrative assistants including the on-going development, standardisation, monitoring and management of Quantity Surveying systems and controls in order to ensure that the highest quality and service levels are achieved.
- Calculation and implementation of cost norms and standards applicable to various types of projects and the adherence thereof.
- Financial management and production of weekly, fortnightly and monthly cost reporting documentation for individual projects, sub-programmes and the overall infrastructure programme.

## CURRICULUM VITAE – MARK CARSTENS

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- Calculation and analysis of cash flow information for the adjustment of current project budgets and the preparation of the required future Medium Term Expenditure Framework (MTEF) multi-year budgets.
- Strategic consideration and implementation of procurement processes applicable to different types of projects including the definition of appropriate bid documentation, technical specifications and the necessary evaluation, recommendation and the adjudication thereof.
- Effective monitoring and management of the implementation of approved projects with necessary consideration of proposed construction programmes in order to achieve completion to coincide with defined academic terms.
- Appointment and management of Quantity Surveying consultants required to provide professional services to ensure the successful completion both capital works and maintenance projects within the various works programmes.
- Providing relevant input and endorsement of all consultant planning stage- and monthly construction cost reports.
- Validation and endorsement of all monthly construction payment certificates and consultant fee invoices in accordance with the relevant treasury regulations and instructions as well as delegated authorities.
- The conclusion of individual building contracts and consultant agreements within prescribed and agreed time-frames all within the approved budget.

### **Programme Experience**

Development and implementation of financial reporting, administration and management systems of the educational infrastructure budget for the last three year Medium Term Expenditure Framework (MTEF) period 2011 - 2014 for the total amount of R 1,98 billion comprising an average of approximately 80 new or replacement schools in various stages of planning and/or construction, completion of 150 scheduled maintenance projects and the completion of 50 scheduled and emergency classroom expansion projects per year.

### **4. MARTIN & EAST – CIVIL ENGINEERING CONTRACTORS**

Employed as a Quantity Surveyor at Martin & East and subsidiary company, TT Innovations, from May 2008 to August 2010 (2 Years).

# CURRICULUM VITAE – MARK CARSTENS

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## **Duties and responsibilities**

Key duties and responsibilities included general management of office administration staff and systems, pricing of quotations and tenders as well as additional contract works, compilation of tender documentation, analysis of tender results, measurement and compilation of monthly claims, preparation of valuation for payment certificates and subsequent invoicing, post contract analysis of targeted verses actual costs and profits, collection of outstanding debtors payments and resolution of accounting discrepancies.

## **5. TURNER & TOWNSEND – QUANTITY SURVEYORS AND PROJECT MANAGERS**

Employed as a Quantity Surveyor at Turner & Townsend from August 2003 to April 2008 (5 Years).

### **Duties and responsibilities**

Key duties and responsibilities were the successful delivery of client requirements and objectives from commencement to completion of the project including estimating and the preparation and presentation of feasibility studies, measurement for bills of quantities and preparation of the preliminaries, preparation of tender and contract documentation, tender adjudication, general correspondence, effectively managing contract variations, preparation of monthly cost reports and cash flow projections and presentation thereof to the client, preparation of valuations for interim payment and the preparation, negotiation and agreement final accounts.

## **6. NICHOLSON, NEL & PARTNERS – QUANTITY SURVEYORS**

Employed as a Junior Quantity Surveyor at Nicholson, Nel & Partners from June 2001 to July 2003 (2 Years).

### **Duties and responsibilities**

Key duties included estimating, measurement for bills of quantities, preparation of tender and contract documentation, tender adjudication, general correspondence, preparation of valuations for interim payment and preparation of final accounts.

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# CURRICULUM VITAE – MARK CARSTENS

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## SKILLS ACQUIRED THROUGH EMPLOYMENT EXPERIENCE

- A strong foundation and essential experience in all aspects of quantity surveying and cost management principles of residential-, commercial- and industrial- construction projects, as well as a range of civil engineering projects.
- A strong background in construction contract administration and contract law based primarily on the JBCC, NEC3 and GCC forms of contract.
- The ability to effectively manage individual projects as well as programmes and portfolios of projects.
- A strong desire to achieve executive and client specified outcomes and results.
- A good understanding of public administration and governmental principles including the application of relevant acts, policies and prescripts.
- A knowledge of applicable planning and implementation approvals processes including commitment of public funds and the financial administration thereof.
- An understanding of information technology principles as well as organisational processes and systems.
- Experience in Broad Based Black Economic Empowerment (BBBEE) principles, assessment and compliance.
- Experience in basic health and safety assessment and compliance.

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## REFERENCES

Contactable references, certified copies of qualifications, professional memberships and registrations are available upon request.

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# THE CONTRACT

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## Part C1: Agreements and Contract Data

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## Part C3: Scope of Works

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

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**IMPORTANT NOTE:**

The Tender Form (Offer by Tenderer) shall be completed and signed by all tenderers. Failure to properly complete and sign the Tender Form shall lead to disqualification of the tender.

The Acceptance Form shall be signed by the Employer to formalise the Contract Agreement after the successful tenderer has been formally notified of award.

The Schedule of Deviations forms an integral part of the Contract Agreement.

**C1.1 FORM OF OFFER AND ACCEPTANCE (AGREEMENT)****OFFER BY TENDERER**

The Employer, identified in the Acceptance signature block, has solicited offers to enter a contract in respect of the following works: Contract No: **T 2023/098: STRUCTURAL REPAIRS TO THE CAPE WINELANDS DISTRICT MUNICIPALITY RIETDAK AND ANNEX BUILDINGS IN STELLENBOSCH**

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 Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all 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.

<b>OFFER</b>	
Tender total (Excluding VAT) brought forward from Section Summary on Page 98	R <u>637 112.96</u>
Allow the sum of R 100,000.00 (One Hundred Thousand Rand) NET for contingencies to be used as directed by the Employer's Agent subject to approval and deducted in full or in part as required.	R <u>100,000.00</u>
<b>SUB TOTAL</b>	R <u>737 112.96</u>
<b>Add VAT @ 15%</b>	<u>110 566.94</u>
<b>TENDER AMOUNT</b>	R <u>847 679.90</u>
(Tender amount in words): <u>EIGHT HUNDRED FORTY SEVEN</u> <u>THOUSAND SIX HUNDRED SEVENTY NINE</u> <u>RAND NINETY CENTS</u>	

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 authorized to sign the tender) 

Name: (of signatory in capitals): ALICIA E RITTELS

Capacity: (of Signatory): DIRECTOR

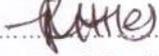
Name of Tenderer: (Organisation): MBA CONSTRUCTION (PTY) LTD

Address: 41 JAKARANDA STREET - SCOTTSVILLE

KRAAIFONTEIN - 7570 Telephone number: 021 023 1267

Email address: michelle.rittles@gmail.com

Witness: Michelle Rittles

Signature: 

Name: (in capitals): Michelle Rittles

Date: 8/12/2023

[Failure of a Tenderer to complete and sign this Form of Offer will invalidate the tender]

**ACCEPTANCE BY EMPLOYER**

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 C1 Agreement, and Contract Data, (which include this Agreement)
- Part C2 Pricing Data, including the Bill of Quantities
- Part C3 Scope of Work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks after receiving a formal Letter of Award, including the Schedule of Deviations (if any), contact the Employer or its agent (whose details are given in the Contract Data) to arrange the delivery of bonds, guarantees and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, upon receipt of which the Employer will execute the contract by signing this Agreement. 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 (s): *J. Eek*  
 Name(s): F van Eek  
 Capacity for the Tenderer: ED Technical Services  
 Name of organization: CWDM  
 Name and Signature of Witness: *Alicia* Date: 16/05/2024

**SCHEDULE OF DEVIATIONS**

**Notes:**

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

a) **Subject:** .....

.....

**Details:** .....

b) **Subject:** .....

.....

**Details:** .....

c) **Subject:** .....

.....

**Details:** .....

d) **Subject:** .....

.....

**Details:** .....

e) **Subject:** .....

.....

**Details:** .....

f) **Subject:** .....

.....

**Details:** .....

By the duly authorised representatives signing this Agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or 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: (In capitals)** .....

**Capacity:** .....

**Name of Tenderer (Organisation)** .....

**Address:** .....

**Witness: Signature:** ..... **Name (In capitals):** .....

**Date:** .....

**For the Employer:**

**Signature:** .....

**Name: (In capitals)** .....

**Capacity:** .....

**Name of Employer (Organisation)** .....

**Address:** .....

**Witness: Signature:** ..... **Name (In capitals):** .....

**Date:** .....

**CONFIRMATION OF RECEIPT**

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today:

the ..... (Day) of ..... (Month) 20..... at ..... (Place).

**For the Contractor:**

Signature: .....

Name: *(In capitals)* .....

Capacity: .....

Name of Contractor *(Organisation)*.....

Address: .....

.....

Witness: Signature: ..... Name *(In capitals)*: .....

Date: .....

**For the Employer:**

Signature: .....

Name: *(In capitals)* .....

Capacity: .....

Name of Employer *(Organisation)*.....

Address: .....

.....

Witness: Signature: ..... Name *(In capitals)*: .....

Date: .....

## C1.2 Contract Data (Part 1)

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### General Conditions of Contract

The General Conditions of Contract are the *General Conditions of Contract for Construction Works, Third Edition (2015)*, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685 are applicable to this Contract and are obtainable from [www.saice.org.za](http://www.saice.org.za).

The Conditions of Contract is available for inspection and scrutiny at the offices of the Employer's Agent.

The General Conditions of Contract for Construction Works make several references to the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

### PART 1: APPENDIX TO PART 1 - DATA PROVIDED BY THE EMPLOYER

Clause	Wording
1	<b>General</b>
1.1.1.14	<b>Due Completion Date</b> <u>Add:</u> The Completion Date will be the date on the Works Programme as agreed upon. The project should be completed not later than .....
1.1.1.15	<b>Employer</b> <u>Add:</u> The Employer is the <b>CAPE WINELANDS DISTRICT MUNICIPALITY</b>
1.2.1.2	<b>Employer's Address</b> <u>Add:</u> The address of the Employer is: Address: 46 Alexander Street P.O. Box 100 Stellenbosch 7599 Telephone: 086 126 5263
1.1.1.16	<b>Employer's Agent</b> <u>Add:</u> The authorised and designated representative of the Employer is: Designation: Deputy Director Facilities Management Name: T. Solomon  <b>Employer's Agent's Address</b> <u>Add:</u> The address for receipt of communications is: E-mail: <a href="mailto:thomas@capewinelands.gov.za">thomas@capewinelands.gov.za</a> Address: 29 du Toit Street P.O. Box 100 Stellenbosch 7599 Telephone: 021 888 5204
1.1.1.26	<b>Pricing Strategy</b> <u>Add:</u> The Pricing Strategy is a Re-measurable Contract
1.1.1.29	<b>Site</b> <u>Add:</u> The site where the Works will be performed is the CWDM Rietdak and Annex Buildings, 46 Alexander Street, Stellenbosch
1.2.	<b>Interpretations</b> <u>Add:</u>
1.2.1.1/	

- 1.2.1.2 Any written communication between the parties shall be delivered at the address of the Employer's Agent Employer or Employer
- 1.3.6 **Employer's Copyright**  
Add:  
Copyright of documents prepared for the different Projects shall be vested with the Employer.
- 5.2 **Commencement of the contract**
- 5.2.1 Add:  
The commencement of the contract will be the date which appears on the Appointment Letter issued by the Employer's Agent.
- 5.3 **Commencement of the Works**  
Add:  
The commencement of the Works will be the date which appears on the Works Programme as agreed upon.
- 5.3.1 The documentation required before commencement with the Works execution are:
  - Works Programme
  - Health and Safety Plan
  - Public Liability Insurance
  - As a legal tender requirement Contractors in the Western Cape Province are obligated to be registered in the name of the entity with the relevant Building Industry Bargaining Council (BIBC). Proof of Registration and a valid Letter of Good Standing must be handed in with the tender in this regard.
- 5.3.2 The time to submit the documentation required before commencement of the works is within ten (10) working days of the award of the tender.
- 5.11 **Suspension of the Works by the Employer**  
Add:  
The Period of Suspension shall not exceed three (3) months from the date of issue of a Written Order.
- 5.13 **Penalty for Delay**  
Add:
- 5.13.1 The penalty for late completion or failing to complete the Works is R 750.00 for every day that elapses between the due Completion Date and the actual date of Practical Completion including non-working and special non-working days.
- 5.14.1 **Practical Completion**  
Add:  
The time for Practical Completion is the date as it appears on the Works Programme as agreed upon.
- 5.16.3 **Latent Defects Liability Period**  
Add:  
The Latent Defects Period for the Project is six (6) months from the date of the issue of the Certificate of Completion
- 6.8 **Adjustment in rates and/or prices**  
Add:
- 6.8.2 The contract price shall not be subject to any contract price adjustment and the rates and prices tendered in the Bill of Quantities shall be final and binding throughout the period of the contract.
- 6.10 **Payments**  
**Interim Payments**  
Add:
- 6.10.1 The Contractor shall deliver to the Employer's Agent a monthly statement for payment of all amounts he considers to be due to him for payment subject to approval, for payment within 30 days from the date of the invoice.
- 6.10.1.5 No payments will be made for material brought on to site but not yet built into the Permanent Works.
- 6.10.3. **Retention**  
Add:  
The limit of Retention Money will be 10% per Payment Certificate to the maximum of 5% of the contract value of which 50% will be paid at the issue of the Certificate of Completion, and the remaining 50% within 14 days of the expiration of the latent Defects Liability Period, the date of issue of the Final Approval Certificate.

8.6.1.3

**Public Liability Insurance**

Add:

The successful contractor must ensure that he/she has adequate Public Liability Insurance that will cover any possible claim(s) arising from or during the fulfilment of the Contract, irrespective of the amount of such claim(s).

10.4

**Amicable Settlement**

10.4.1

Add: Interim settlement of disputes shall be by Mediation.

10.7

**Arbitration**

10.7.1

Add: The determination of disputes shall be by Arbitration.

**C1.3 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT**

**CONTRACT No. T 2023/098: STRUCTURAL REPAIRS TO THE CAPE WINELANDS DISTRICT MUNICIPALITY RIETDAK AND ANNEX BUILDINGS IN STELLENBOSCH**

**AGREEMENT MADE AND ENTERED INTO BETWEEN CAPE WINELANDS DISTRICT MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND**

I.....  
Contractor/ Mandatary/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT NO. 85 OF 1993 AS AMENDED**

I.....  
representing

....., as an employer

Do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/we are insured with an approved licensed compensation insurer.

COID ACT Registration Number: .....

OR

Other accredited Compensation Insurer: .....

Policy Number: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractor employed by me will enter into an Occupational Health Safety Agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to always comply therewith.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

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

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatary**

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

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**For and on behalf of the Cape Winelands District Municipality**

## OCCUPATIONAL HEALTH AND SAFETY CONDITIONS

1. The Chief Executive Officer of the Contractor shall assume the responsibility in terms of Section 16(1) of the Occupational Health and Safety Act (as amended). Should the Contractor assign any duty in terms of Section 16(2), a copy of such assignment shall immediately be provided to the representative of the Employer as defined in the Contract.
2. All work performed on the Employer's premises shall be performed under the supervision of the construction supervisor who understand the hazards associated with any work that the Contractor performs on the site in terms of Construction Regulations 2003.
3. The Contractor shall appoint a Competent Person who shall be trained on any occupational health and safety aspect pertaining to them or to the work that is to be performed.
4. The Contractor shall ensure that he familiarises himself with the requirements of the Occupational Health and Safety Act and that he, his employees, and any sub-contractors, comply with them.
5. Discipline in the interests of occupational health and safety shall be strictly enforced.
6. Personal protective equipment shall be issued by the Contractor as required and shall be always worn where necessary.
7. Written safe work procedures and appropriate precautionary measures shall be available and enforced, and all employees shall be made conversant with the contents of these practices.
8. No substandard equipment/machinery/articles or substances shall be used on the site.
9. All incidents referred to in terms of Section 24 of the Occupational Health and Safety Act shall be reported by the Contractor to the Department of Labour and the Employer.
10. The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of Section 32 of the Occupational Health and Safety Act and into any incident involving a Contractor and/or his employees and/or his sub-contractor/s.
11. No use shall be made of any of the Employer's machinery/plant/equipment/substance/personal protective equipment or any other article without prior arrangement and written approval.
12. No alcohol or any other intoxicating substance shall be allowed on the site. Any person suspected of being under the influence of alcohol or any other intoxicating substance shall not be permitted access to or allowed to remain on the site.
13. Prior to commencement of any work, verified copies of all documents mentioned in the agreement, must be presented to the Employer.

**C2. PRICING DATA**

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C2.3: Section Summary.....	98
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**C2.1: PRICING ASSUMPTIONS**

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**C2.1.1 GENERAL**

The bill of quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Contract Specification) and the Drawings.

**C2.1.1.2 DESCRIPTION OF ITEMS IN THE PRICING SCHEDULE**

The short descriptions given in the Bill of Quantities are a brief description used to identify the activities for which prices are required. Detailed descriptions of the activities to be priced are provided in the Scope of Works. All sizes given must be verified and confirmed on site prior to manufacture and installation.

While it is entirely at the tenderer's discretion as regards pricing the Bill of Quantities, guideline tariffs of fees or indicative time-based fee rates are gazetted annually by each of the built environment professional bodies, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and / or price as applicable.

**C2.1.1.3 QUANTITIES REFLECTED IN THE PRICING SCHEDULE**

The quantities reflecting in the bill of quantities and the tendered rates as per the Bill of Quantities will be the amounts used to evaluate and award the tender.

All quantities will be re-measured and checked on completion for Final Account purposes.

The Contract Price for the completed contract shall be according to the Bill of Quantities.

**C2.1.1.4 PRICING OF THE PRICING SCHEDULE****OVERVIEW**

This is not a lump-sum tender. Tenderers shall allow opposite each item for any cost involved with such item. Where products or services are rendered free of charge, in such instance the rate or price should be indicated as R 0.00. A fully completed and priced tender document must be handed in with tender-closing. Pricing Schedules not fully and correctly completed will invalidate the Tenderer's offer.

The Bill of Quantities includes normal services and additional services when needed. The Form of Offer will be approved for purposes of finalising the Final Account of the successful service provider.

**C2.2 BILL OF QUANTITIES**

**BILL OF QUANTITIES** (Page 1/21)

Item No	Unit	Quantity	Rate	Amount
<b>Bill No 1</b>				
<b><u>PRELIMINARIES AND GENERAL</u></b>				
<b><u>Fixed charge items</u></b>				
1.1	Item	1	5000.00	5 000 00
1.2	Item	1	17000.00	17 000 00
1.3	Item	1	6000.00	6 000 00
1.4	Item	1	2000.00	2 000 00
1.5	Item	1	2500.00	2 500 00
1.6	Item	1	0.00	0 00
1.7	Item	1	0.00	0 00
1.8	Item	1	0.00	0 00
1.9	Item	1	1000.00	1 000 00
1.10	Item	1	1600.00	1 600 00
1.11	Hr	24	0.00	0 00
1.12	Item	1	1200.00	1 200 00
1.13	Item	1	1440.00	1 440 00
1.14	Item	1	1000.00	1 000 00
1.15	Item	1	0.00	0 00
<b><u>Time related items</u></b>				
1.16	Weeks	12	1000.00	12 000 00
1.17	Weeks	12	300.00	3 600 00
1.18	Item	1	500.00	500 00
1.19	Item	1	0.00	0 00
1.20	Weeks	10	200.00	2 000 00
1.21	Weeks	12	3750.00	45 000 00
1.22	Item	1	1000.00	1 000 00
<b>Total carried forward to Section Summary</b>				<b>R 102 840 00</b>

**BILL OF QUANTITIES** (Page 2/21)

Item  
No

**Bill No 2**

**DEMOLITIONS AND REMOVAL OF EXISTING WORK**

Taking down and removing walls, ceilings, partitions, floor coverings, furniture, etc., and remove from site to a registered dumping location or to another floor level office. This Bill of Quantities are to be referenced to and read in conjunction with the following Architectural Drawings

**TITLE**

1. Floor Plan & Roof Plan

2. Roof Plan

3. Ground Floor Plan – Underpinning

Unit

Quantity

Rate

Amount

Drwg  
No

Rev

Date

01

A

July 2023

02

0

July 2023

S-100

0

3 Aug 2023

View site

Before submitting this tender, the tenderer shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials salvageable from the alterations. No claim for any variations of the contract sums in respect of the nature and extent of the work or of inferior or damaged materials will be entertained.

General

The contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to the tenants and adjoining premises.

The contractor shall provide proper protection and provide, erect, and remove when directed, any support structures that may be necessary during the progress of the works, all to the satisfaction of the Engineer and the Principal Agent.

Tendered amounts for taking outdoors, door frames, windows, etc., shall include for the removal of all beads, architraves, ironmongery, doorstops, cabin hooks, etc.

Making good of finishes shall include making good of the brickwork and concrete surfaces onto which the new finishes are applied, where necessary.

The contractor will be required to take all the dimensions affecting the existing buildings on the site and will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, roof, fittings, etc.)

**Balance carried forward to next page**

R

0 00

**BILL OF QUANTITIES** (Page 3/21)

Item No		Unit	Quantity	Rate	Amount
	<b>Balance brought forward from previous page</b>			R	0 00
	<u>Demolitions</u>				
	All demolition work is to be carried out in accordance with the Local By-laws and to the requirements of the Local Health Authorities. The contractor is to allow for giving notices and paying any fees related to municipal requirements.				
	In taking down and removing existing work, utmost care must be taken to prevent any structural or other damage to the remaining portions of the buildings. The contractor must ensure the stability of all structures during the alteration work.				
	Materials described as "set aside for re-use" shall be carefully dismantled where necessary, cleaned, neatly stored under cover, and protected from damage until required for re-use. Any damage caused to such materials during the removal, storage or refixing shall be made good at the contractor's expense.				
	<u>Damage to persons or property</u>				
	The contractor will be held responsible for any damage to persons or property and for the safety of structures, and he is to allow for protecting and indemnifying persons using the existing buildings from injury by virtue of the building operations, including providing necessary barriers, signs, etc.				
	<u>Explosives</u>				
	No explosives whatsoever must be used for demolition purposes unless otherwise stated.				
	<u>Breaking up and removing</u>				
2.1	70mm Thick unreinforced concrete surface beds	m <sup>2</sup>	53	90.00	4770 00
2.2	50mm Thick brick paving with mortar joints on sand bedding. Set aside for re-use	m <sup>2</sup>	77	18.00	1386 00
2.3	Machine-cut 70mm thick concrete slab	m	20	20.00	400 00
2.4	Demolish portion of disabled ramp. Caution to be taken to save terracotta tiles and set aside for re-use	m <sup>3</sup>	4	250.00	1000 00
	<u>Taking down and removing / making safe and re-fitting after work completion</u>				
2.5	Electric cable tray	m	53	25.00	1325 00
2.6	Water supply pipe	m	75	35.00	2625 00
2.7	Single sewer vent pipes 4m high	No	1	250.00	250 00
2.8	Headwall and sidewall flashings	m	13	50.00	650 00
	<b>Balance carried forward to next page</b>			R	7636 00

**BILL OF QUANTITIES** (Page 4/21)

Item No		Unit	Quantity	Rate	Amount
	<b>Balance brought forward from previous page</b>			R	7636 00
2.9	Allow for the budgetary amount of R 4,000.00 for the removal and replacing on completion of TV brackets, curtain rails, curtains, furniture and kitchen floor and wall cupboards	Item	1	4,000.00	4,000 00
2.10	Remove rock, builder's rubble, and soil to dump site	m <sup>3</sup>	4	150.00	600 00
	<u>Alterations</u>				
	Making good of finishes shall include making good of the brick and concrete surfaces onto which the new finishes are applied, where necessary				
	The contractor will be required to take all dimensions affecting the existing buildings on the site and will be held solely responsible for the accuracy of all such dimensions where used in the manufacture of new items (doors, windows, brickwork, fittings, etc.)				
2.11	Remove cement fillet on concrete slab. (Annex)	m	22	2.50	55 00
2.12	Saw cut existing plaster to form a straight joint	m	111	5.00	555 00
2.13	Hack off plaster and remove rubble from site	m <sup>2</sup>	135	7.50	1012 50
2.14	Hack up floor tiles including mortar bed and remove rubble from site	m <sup>2</sup>	5	55.00	275 00
2.15	Demolish one and a half brick walls and remove rubble from site	m <sup>2</sup>	11	175.00	1925 00
2.16	Carefully remove existing cracked bricks to form new key joints / toothing for new brickwork	m <sup>2</sup>	54	150.00	8100 00
2.17	Allow to prop up existing concrete roof slab	m <sup>2</sup>	7	125.00	875 00
2.18	Allow to prop up existing rafter poles at height 3,6m	No	7	250.00	1750 00
	<u>NB. The rafters must not be damaged in any way</u>				
2.19	Remove existing cornices	m	13	6.50	845 00
	<b>Total carried forward to Section Summary</b>			R	26868 00

**BILL OF QUANTITIES** (Page 5/21)

Item No	Unit	Quantity	Rate	Amount
<b>Bill No 3</b>				
<b><u>EARTHWORKS</u></b>				
<u>Nature of ground</u>				
The nature of the ground where excavations are to take place is next to and underneath the existing foundations, thus the ground consists of leftover plaster mortar and brick portions. The nature of the ground is compacted clay and some stone of varying sizes and possibly soft rock. All the above will be deemed as "earth excavations"				
<u>Natural ground water</u>				
Please note that the area is known to have a high natural water ground level				
<u>Carting away of excavated material</u>				
Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations, or alternatively from stockpiles situated on site				
<u>Excavation in earth for underpinning</u>				
3.1	m <sup>2</sup>	50	5.00	250.00
3.2	m <sup>3</sup>	97	150.00	14550.00
<i>NB. Please note that this is a 3-phased underpinning procedure as per the instruction on the drawing.</i>				
3.3	m <sup>3</sup>	58	100.00	5800.00
3.4	m <sup>3</sup>	3	1850.00	5550.00
3.5	Item	1	13200.00	13200.00
<u>Risk of collapse of excavations</u>				
3.6	m <sup>2</sup>	43	5.00	215.00
<u>Keeping excavations free of water</u>				
3.7	Item	1	550.00	550.00
<u>Filling etc.</u>				
<u>Earth filling obtained from excavations and compacted</u>				
3.8	m <sup>3</sup>	44	75.00	3300.00
<u>Clean filling sand obtained from a commercial source</u>				
3.9	m <sup>3</sup>	20	275.00	5500.00
<b>Total carried forward to Section Summary</b>			R	<b>48915.00</b>

**BILL OF QUANTITIES** (Page 6/21)

Item No		Unit	Quantity	Rate	Amount
	<b>Bill No 4</b>				
	<b><u>SHORING ETC.</u></b>				
4.1	Structural plywood shoring unit, 800mm high and a length of 3,3m cut to fit excavation and removed after casting of concrete	m <sup>2</sup>	32	165,00	5280,00
4.2	Re-use of above shoring	No	5	375,00	1875,00
<b>Total carried forward to Section Summary</b>				R	<u>7155,00</u>

**BILL OF QUANTITIES** (Page 7/21)

Item No	Unit	Quantity	Rate	Amount
<b>Bill No 5</b>				
<b><u>CONCRETE AND REINFORCEMENT</u></b>				
<u>Supplementary Preambles</u>				
<u>Cost of tests</u>				
The costs of making, storing, and testing of concrete test cubes as required under Clause 7 "Test" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests for approval to the Representative / Agent. The testing shall be undertaken by an approved independent firm or institution nominated by the contractor for the approval of the Representative / Agent. Test cubes are measured separately)				
Please refer to underpinning procedure on drawing number S100				
<u>Concrete</u>				
<u>Unreinforced concrete cast against excavated surfaces</u>				
5.1	m <sup>3</sup>	44	2970.00	130680.00
				26580.00
5.2	m <sup>3</sup>	12	2215.00	
				2250.00
5.3	m <sup>3</sup>	1	2250.00	
<u>Test Blocks</u>				
5.4	Set	3	210.00	630.00
<b><u>REINFORCEMENT</u></b>				
<u>Dowels</u>				
5.5	No	104	50.00	5200.00
<u>Fabric Reinforcement</u>				
5.6	m <sup>2</sup>	57	58.00	3306.00
<u>Saw-cut joints</u>				
5.7	m	31	35.00	1085.00
<u>Construction joints</u>				
5.8	m	65	85.00	5525.00
<u>Backing cord</u>				
5.9	m	35	15.00	525.00
<b>Total carried forward to Section Summary</b>			R	<b>175781.00</b>

**BILL OF QUANTITIES** (Page 8/21)

Item No	Unit	Quantity	Rate	Amount
<b>Bill No 6</b>				
<b>MASONRY</b>				
<u>Sizes in descriptions</u>				
Where sizes in descriptions are given in brick units, "one brick" shall represent the length, and "half brick" the width of a brick.				
<u>Standard brickwork</u>				
Prices for brickwork to include for brickforce, wedging, pinning, bedding, turning pieces, hoop iron ties, cramps, wall ties, cobbling, closing cavities, mortar fillets, weepholes, building in doors and windows, etc.				
Surfaces to be plastered shall have joints raked out to a depth of at least 10mm to provide a key. Cavities of hollow walls shall be kept free of mortar droppings or other undesirable matter				
<u>Small quantities and patching</u>				
The items described herein will be used for small quantities and patching of existing elements				
No additional payment will be made for such activities and allowances must be made in all rates for such costs				
<u>Brickwork of NFP bricks in Class 11 mortar</u>				
6.1	m <sup>2</sup>	7	906.84	6347 88
6.2	m <sup>2</sup>	28	597.63	16733 64
6.3	m <sup>2</sup>	13	290.31	3774 03
<u>Brickwork sundries</u>				
6.4	m <sup>2</sup>	28	55.00	1540 00
6.5	m	12	7.50	90 00
<u>Brickwork reinforcement</u>				
6.6	m	8	3.15	25 20
6.7	m	22	3.15	693 00
6.8	m	12	4.73	56 76
<u>Joint forming material</u>				
6.9	m	12	20.00	240 00
<u>Air bricks</u>				
6.10	No	5	50.00	250 00
<b>Total carried forward to Section Summary</b>			R	<b>29126 81</b>

**BILL OF QUANTITIES** (Page 9/21)

Item No	Unit	Quantity	Rate	Amount
<b>Bill No 7</b>				
<b><u>WATERPROOFING</u></b>				
<u>Waterproofing and flashings</u>				
Waterproofing of roofs, etc., shall be repaired under a 5 (five)-year guarantee				
Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour for turn-ups and turn-downs				
7.1	m	19	55.00	1045.00
7.2	m	6	355.00	2130.00
7.3	m <sup>2</sup>	8	785.00	6280.00
7.4	m	5	350.00	1750.00
7.5	m <sup>2</sup>	51	10.00	510.00
7.6	m <sup>2</sup>	51	155.00	7905.00
Total carried forward to Section Summary			R	19620.00

**BILL OF QUANTITIES** (Page 10/21)

Item No		Unit	Quantity	Rate	Amount
	<u>Bill No 8</u>				
	<u>CEILINGS</u>				
	<u>Nailed-up ceilings</u>				
8.1	6.4mm "Rhino" Gypsum plasterboard with taped and skimmed joints, including banding at 300mm centres to match existing	m <sup>2</sup>	14	250.00	3500.00
	<u>Rhino Gypsum Plasterboard Cornices</u>				
8.2	75mm Curved cornices	m	22	27.50	605.00
<b>Total carried forward to Section Summary</b>				R	<u>4105.00</u>

**BILL OF QUANTITIES** (Page 11/21)

Item No	Bill No 9	Unit	Quantity	Rate	Amount
<b><u>FLOOR COVERINGS</u></b>					
<u>Fixing</u>					
Floor coverings, wall linings, etc., shall where applicable, be fixed with adhesive as recommended by the manufacturers of flooring, linings, etc.					
<u>Samples</u>					
Samples of all materials, elements, hardware, or components must be provided for approval by the Principal Agent before the commencement of the work.					
<u>Small quantities and patching</u>					
The items described herein will be used for small quantities and patching of existing elements.					
No additional payment will be made for such activities and allowances must be made in all rates for such costs					
<u>Floor coverings</u>					
9.1	Terracotta floor tiles (PC Sum R450,00/m <sup>2</sup> excluding VAT, supplied, and delivered to site) to match existing fixed with approved adhesive and flush pointed grout to match existing	m <sup>2</sup>	6	907,26	5443 56
9.2	Ceramic wall tiles (PC Sum R200,00/m <sup>2</sup> excluding VAT, supplied, and delivered to site) to match existing fixed with approved adhesive and grout to match existing	m <sup>2</sup>	10	407,10	4071 00
9.3	Terracotta floor tiles (PC Sum R450,00/m <sup>2</sup> excluding VAT, supplied, and delivered to site) on outside ramp	m <sup>2</sup>	3	937,50	2812 50
<b>Total carried forward to Section Summary</b>				R	<u>12327 06</u>

**BILL OF QUANTITIES** (Page 12/21)

Item No	Unit	Quantity	Rate	Amount
<b>Bill No 10</b>				
<b>METALWORK</b>				
<u>Descriptions of bolts, anchors, etc.</u>				
Descriptions of bolts shall be deemed to include nuts and washers				
Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete				
Items described as "holed for bolt(s)" shall be deemed to exclude the bolts unless otherwise described				
Items described as "plugged" shall be deemed to include screwing to fibre, plastic, or metal plugs at not exceeding 600mm centres				
<u>Making good of finishes</u>				
The contractor shall make good and re-instate existing finishes including substrates where disturbed because of alteration or demolition work.				
Making good of finishes shall include making good existing substrate which included but not limited to brick, concrete, timber, and metal surfaces onto which the new finishes are applied, where necessary.				
<u>Dowels</u>				
<u>Y12 Steel dowls x 500mm long, epoxied into wall with non-shrink epoxy grout.</u>				
10.1	No	176	132.00	23232.00
Install by cutting / grinding 14mm slot into existing brickwork across crack and equally spaced				
10.2	No	104	184.35	19172.40
Install by drilling 14mm diameter hole, 200mm deep and cutting / grinding 14mm slot into existing brickwork				
<u>Rainwater disposal</u>				
<u>Powder coated aluminium to match existing</u>				
10.3	m	17	473.50	8049.50
O-Gee shape gutter to match existing				
10.4	m	12	534.67	6416.04
Down pipe to match existing including shoe				
<u>Mesh wire</u>				
10.5	m <sup>2</sup>	175	86.25	15093.75
Supply and fix galvanized mesh wire anchored to brick wall				
<b>Total carried forward to Section Summary</b>			R	<b>71963.69</b>

**BILL OF QUANTITIES** (Page 13/21)

Item No	Unit	Quantity	Rate	Amount
<b>Bill No 11</b>				
<b>PLASTERING</b>				
<u>Internal Plaster</u>				
11.1	m <sup>2</sup>	148	80.00	11840 00
<u>External plaster</u>				
11.2	m <sup>2</sup>	132	85.00	11220 00
<u>Screeds</u>				
<u>3:1 Cement plaster screed on concrete</u>				
11.3	m <sup>2</sup>	10	143.41	1434 10
<u>Wood floated finish</u>				
11.4	m <sup>2</sup>	72	21.40	1540 80
<b>Total carried forward to Section Summary</b>			R	<u>26034 90</u>

**BILL OF QUANTITIES** (Page 14/21)

Item No	Unit	Quantity	Rate	Amount
<b>Bill No 12</b>				
<b><u>PLUMBING AND DRAINAGE</u></b>				
<u>Polycop polypropylene pipes</u>				
Polypropylene pipes 54mm and under shall be seamless copper coloured Class 16 pipes jointed with brass compression fittings as designed for use.				
Pipes shall be firmly fixed to walls etc., with coloured nylon snap-in clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with manufacturer's instructions				
<u>Polycop pipe (22mm)</u>				
12.1	m	42	233.93	9825 06
Disconnect existing damaged pipe, supply, and lay in excavated trench not exceeding 700mm deep and connecting to existing pipes including compression fittings				
Please Note!! No joints allowed underground				
12.2	m	18	55.00	990 00
Re-fit existing Polycop pipe to wall with and including clips				
<u>Brass stopcock</u>				
12.3	No	1	398.00	398 00
22mm Stopcock mounted to wall and connected to Polycop pipe				
<u>Sundries</u>				
12.4	No	1	250.00	250 00
Clean existing gully and sewer pipe to manhole				
<b>Total carried forward to Section Summary</b>			R	<u>11463 06</u>

**BILL OF QUANTITIES** (Page 15/21)

Item No	Unit	Quantity	Rate	Amount
<b>Bill No 13</b>				
<b><u>ELECTRICAL WORK</u></b>				
<u>Rate to include for supply, transport, delivery, installation, bonding, strapping, labour, etc.</u>				
13.1	No	8	175.00	600.00
13.2	No	5	100.00	500.00
13.3	No	6	750.00	4500.00
<u>Testing and commissioning</u>				
13.4	Item	1	880.00	880.00
<b>Total carried forward to Section Summary</b>			R	<u>6480.00</u>

**BILL OF QUANTITIES** (Page 16/21)

Item No	Bill No 14	Unit	Quantity	Rate	Amount
<b>GLAZING</b>					
<u>Float glass</u>					
14.1	Removal of existing broken glazing and clean out rebates	m <sup>2</sup>	2	50.00	100.00
14.2	Fit 4mm clear sheet float glass and re-putty or refit glazing bead	m <sup>2</sup>	2	225.00	450.00
<b>Total carried forward to Section Summary</b>				R	<u>550.00</u>

**BILL OF QUANTITIES** (Page 17/21)

Item No	Unit	Quantity	Rate	Amount
<b>Bill No 15</b>				
<b><u>PAINTWORK</u></b>				
<u>Preparation of existing work</u>				
Surfaces shall be thoroughly cleaned down.				
Blistered or peeling paint shall be completely removed, and cracks and crevices shall be primed, filled with a suitable filler, and finished smooth with existing surface				
<u>Paintwork on internal new plastered walls</u>				
15.1	m <sup>2</sup>	148	54.15	8014 20
Prepare and apply one coat plaster primer and two topcoats pure acrylic emulsion paint (colour and finish as per existing)				
NB. Paint applied to manufacturer's specification				
<u>Paintwork on internal walls previously painted</u>				
15.2	m <sup>2</sup>	365	52.22	19060 30
Prepare and apply one coat universal primer and two topcoats pure acrylic emulsion paint (colour and finish as per existing)				
NB. Paint applied to manufacturer's specification				
<u>Paintwork on external floated plaster surfaces</u>				
15.3	m <sup>2</sup>	132	51.56	6805 92
Prepare and apply one coat plaster primer and two topcoats UV-resistant water-based exterior matt paint (colour as per existing) in accordance with manufacturer's specifications				
<u>Paintwork on external previously painted walls</u>				
15.4	m <sup>2</sup>	324	10.00	3240 00
Water-jet walls				
15.5	m <sup>2</sup>	324	53.97	17486 28
Prepare and apply one coat plaster primer to cement exposed areas, one coat universal undercoat and two topcoats UV-resistant water-based exterior matt paint (colour as per existing) all in accordance with manufacturer's specifications				
<u>On ceilings and cornices</u>				
15.6	m <sup>2</sup>	27	49.19	1328 13
Prepare and apply one universal undercoat and two topcoats acrylic emulsion paint (colour - white) in accordance with manufacturer's specifications				
<u>On Nutec fascia boards</u>				
15.7	m <sup>2</sup>	17	55.83	949 11
Prepare and apply one universal undercoat and two topcoats UV-resistant water based exterior sheen paint on fascia with 230mm girth to match existing				
<b>Total carried forward to Section Summary</b>			R	<b>56 883 94</b>

**BILL OF QUANTITIES** (Page 18/21)

Item No	Bill No 16	Unit	Quantity	Rate	Amount
<b>CARPENTRY AND JOINERY</b>					
<u>Flexit pressed Nutec-cement</u>					
16.1	10 X 223mm Nutec fascia board including galvanised steel H-profile jointing strips fixed to existing structure	m	17	318.50	5414 50
Total carried forward to Section Summary				R	5414 50

**BILL OF QUANTITIES** (Page 19/21)

Item No	Unit	Quantity	Rate	Amount
<b>Bill No 17</b>				
<b>BRICK PAVING</b>				
<u>Clean earth filling supplied by contractor compacted to 98% Mod AASHTO</u>				
17.1	m <sup>3</sup>	5	225.00	1125.00
17.2	m <sup>2</sup>	50	38.50	1925.00
17.3	m <sup>2</sup>	6	498.20	2989.20
17.4	m	95	15.00	1425.00
17.5	m <sup>2</sup>	2	1567.50	3135.00
<u>Soil Poisoning</u>				
17.6	m <sup>2</sup>	225	15.50	3487.50
<b>Total carried forward to Section Summary</b>			R	<u>14086.70</u>

**BILL OF QUANTITIES** (Page 20/21)

Item No	Bill No 18	Unit	Quantity	Rate	Amount
<b>CONCRETE STORMWATER CHANNELS, ETC.</b>					
18.1	460 x 160 x 1m long channel finished smooth with adjacent surfaces including necessary excavation to align same	m	55	767,70	42 223 50
18.2	Extra over for angles, intersections, ends, etc.	No	6	695,80	4 174 80
18.3	Break opening in 530mm thick brick wall size 460 x 300mm high to receive new water channel and make good to match existing	No	1	850,00	850 00
<b>Total carried forward to Section Summary</b>				R	<u>47 248 30</u>



C 2.3 SECTION SUMMARY

Bill No

Page No

Amount

1	Preliminaries and General	-77-	102 840 00
2	Demolitions and removal of existing work	-80-	26 868 00
3	Earthworks	-81-	48 915 00
4	Shoring	-82-	7 155 00
5	Concrete and Reinforcing	-83-	175 781 00
6	Masonry	-84-	29 126 81
7	Waterproofing	-85-	19 620 00
8	Ceilings	-86-	4 105 00
9	Floor Coverings	-87-	12 327 06
10	Metalwork	-88-	7 196 369
11	Plastering	-89-	26 034 90
12	Plumbing and Drainage	-90-	11 463 06
13	Electrical Work	-91-	6 480 00
14	Glazing	-92-	550 00
15	Paintwork	-93-	56 883 94
16	Carpentry and Joinery	-94-	54 14 50
17	Brick Paving	-95-	14 086 70
18	Concrete stormwater channels, etc.	-96-	47 248 30
19	Cleaning and Finishing	-97-	22 50 00

TOTAL CARRIED FORWARD TO FORM OF  
TENDER ON PAGE 64

R ~~669 112 96~~ *OK*  
637 112 96

## C3.1: SCOPE OF WORK

### C3.1.1 BACKGROUND

C3.1.1.1 Tenders are hereby invited from Building Contractors for work that involves structural repairs to the Rietdak and Annex buildings situated at Cape Winelands District Municipality Building at 46 Alexander Street, Stellenbosch.

#### Contents

C3.1.1	Employers objective
C3.1.2	Scope of work
C3.1.3	Boundaries of the site
C3.1.4	Temporary works
C3.1.5	Occupation of the site
C3.1.6	Existing structures
C3.1.7	Remuneration
C3.1.8	General
C3.1.9	Applicable key performance indicators (KPIs)
C3.1.10	Reporting Lines
C3.1.11	Tender Evaluation
C3.1.12	Risks
C3.1.13	Construction Program
C3.1.14	Minimum requirements and functionality

### C3.1.1 EMPLOYERS OBJECTIVE

Cape Winelands District Municipality herewith invites Service Providers in the building industry to perform structural repair work, strictly in terms of the Occupational Health and Safety Act.

The structural repair work is for the "Rietdak and Annex Buildings", situated at 46 Alexander Street, Stellenbosch.

### C3.1.2 SCOPE OF WORK

Work items under this tender may include any one or more of the following:

The provision of all general items (Contractors Preliminary and General Items) required to complete the identified works.

- Hack up existing concrete slab.
- Remove brick paving.
- Excavate for under pinning.
- Minor shoring
- Casting of underpinning concrete
- Re-establish ground works.
- Hack off plaster and re-plaster.
- Structural repair to walls.
- Repair ceiling and roofs
- Painting and make good.

Note!! Any deviation from the extent of the scope of work must be approved in writing by the Client prior to the work being performed.

**C3.1.3 BOUNDARIES OF THE SITE**

The boundaries of the works shall be defined to the East side of the property and consist of the entire construction footprint including allocated Contractor working and storage area.

The boundaries of the site will be confirmed by the Employers Agent on the commencement of works in the Works Project.

**C3.1.4 TEMPORARY WORKS**

The Contractor will be required to make provision for the following types of temporary works.

- Shore protection for underpinning
- Consideration for water pumping from trench.
- Hoarding and dust control methods.

**C3.1.5 OCCUPATION OF THE SITE**

Access to the site of the works will be given to the contractor on the commencement date as stated in the Works Project.

The site of the works is in a public place, which will remain in use by pedestrians during the course of the work.

The Contractor shall conduct the Works in such a manner that it minimises the impact of traffic and construction activities on the adjacent infrastructure and to the other users.

Work areas shall be cordoned off and pedestrians may be allowed reasonable access. No road may be closed without the consent of the Employer and by approval in writing.

**C3.1.6 EXISTING STRUCTURES**

The Contractor shall take all necessary precautions to protect the existing infrastructure, from damage during the execution of the works.

Should the contractor cause any damage to the existing infrastructure, the contractor will be required to make good all damage at their own cost and to the satisfaction of the Employers' Agent.

**C3.1.7 REMUNERATION**

C3.1.7.1 This is a fixed-price tender, not subject to escalation. The tenderer must allow in his tender for any cost increases that may arise from the date of tender to the date of issue of the Final Completion Certificate.

C3.1.7.2 No upfront payments will be made.

C3.1.7.3 No payments will be made for material on site.

C3.1.7.4 Interim payments made will be made for work successfully completed. The Contractor must submit invoices for work completed for payment within 30 days from receipt of invoice and the approval thereof.

C3.1.7.5 The limit of Retention Money will be 10% per Payment Certificate to the maximum of 5% of the contract value of which 50% will be paid at the issue of the Certificate of Completion, and the remaining 50% within 14 days of the expiration of the latent Defects Liability Period, the date of issue of the Final Approval Certificate.

C3.1.7.6 Any fees for remuneration are to be inclusive of Value Added Tax where applicable.

**C3.1.8 GENERAL**

- C3.1.8.1 The offices, depots, sites etc. will be fully operational during the execution of the work. The work area as well as the surrounding area must be kept clean during installation work. Rubble must be removed at regular intervals. Noise and dust levels must be kept to an absolute minimum.
- C3.1.8.2 This tender shall assume that the work will be executed continuously as per the works programme without any delays caused by either the CWDM or other parties employed by the CWDM. Any delays must be brought to the immediate attention of the Employer's Agent on this project for verification and recording purposes. No claim for "standing time" will be entertained unless the proper procedures have been followed.
- C3.1.8.3 The contractor must allow in his tender for enough chemical toilets, depending on the size of the work team, with built-in hand wash facilities for the specific use of the workers for the full duration of the project. Under no circumstances will workers be allowed to use the ablution facilities of the CWDM. Enough toilet paper as well as sundry toilet cleaning material and equipment must be supplied by the contractor. The toilets must be cleaned regularly.

**C3.1.9 APPLICABLE KEY PERFORMANCE AREAS (KPIs)**

- C3.1.9.1 Work/ services rendered within time frames specified.
- C3.1.9.2 Work/ services rendered within financial framework specified.
- C3.1.9.3 A cceptable standard and quality of work delivered.

**C3.1.10 REPORTING LINES**

- C3.1.10.1 The successful Service Provider will perform its services under control and management of the Employer's Agent. No instructions are to be taken from any Councillor or other employee from the Cape Winelands District Municipality other than the appointed Agent.

**C3.1.11 TENDER EVALUATION**

- C3.1.11.1 The final scores for responsive tenders shall be calculated as follows: sum of points scored for price based on the tender unit prices plus preferential points scored.

**C3.1.12 RISKS**

- C3.1.12.1 In the event of the successful Service Provider being unable to perform its duties under this appointment, or if in the opinion of the Municipality the progress of work, or the quality thereof is not satisfactory, the Municipality shall be entitled to cancel the contract. The Service Provider will however first be granted the opportunity to rectify his mistakes within a mutually agreed time frame and quality of work expected. Where any damage is caused due to negligence by the Service Provider, the Service Provider shall be held responsible and shall make good such damage at his/her own expense to the satisfaction of the Municipality, and with the minimum disruption of essential services. Where the municipality is forced to carry out any repairs due to the Service Provider's activities, the cost will be billed to the appointed Contractor.

**C3.1.13 CONSTRUCTION PROGRAMME**

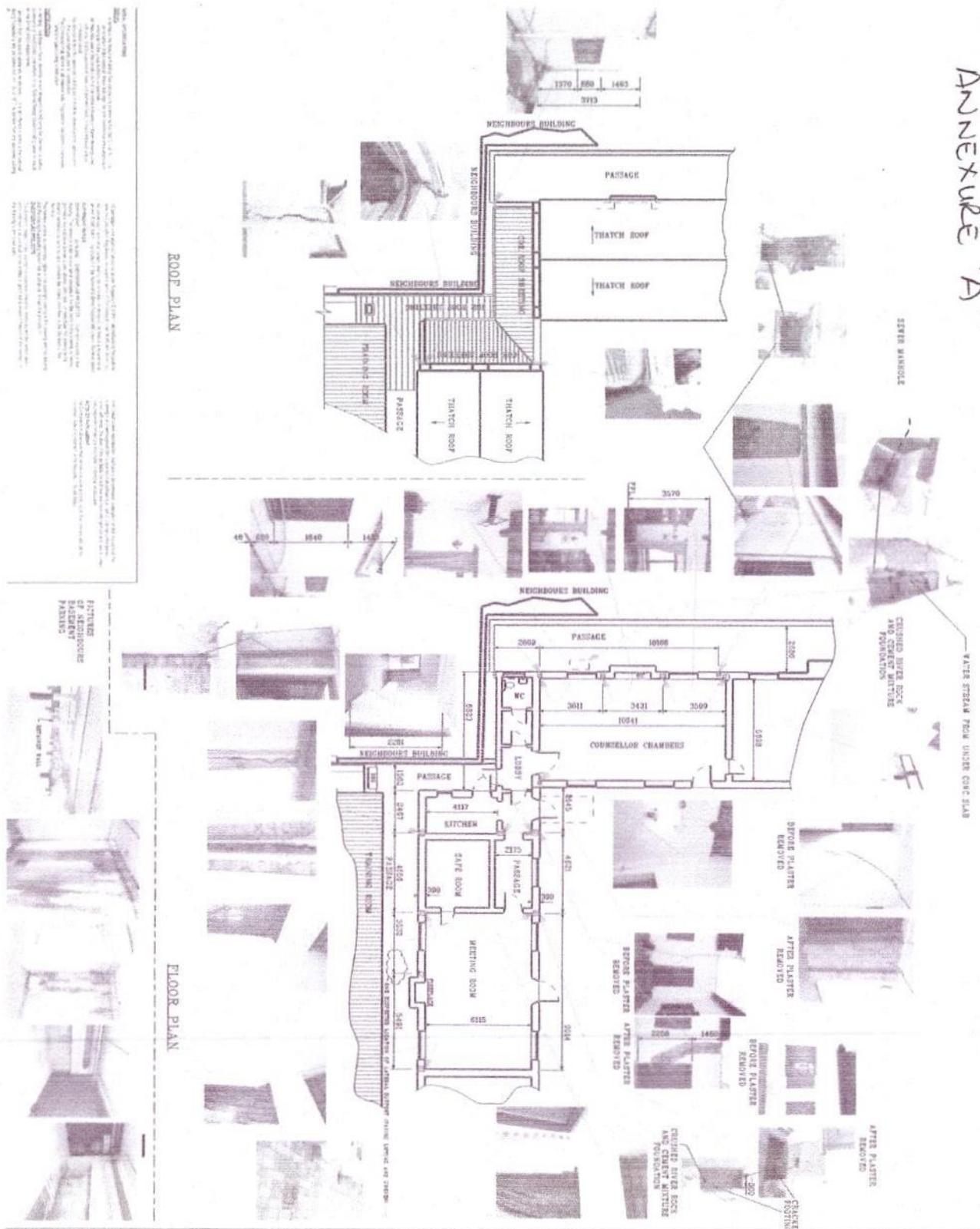
The contractor will start on the Commencement Date as stated in the Work Project and Completion must be achieved within the duration stated.

The period listed includes non-working days.

The programme shall include allowance for the construction and completion of any "Provisional items" identified.

**ANNEXURE A**

ANNEXURE 'A'



<p><b>CHECKERFLAG PROJECTS</b></p> <p>12000 120th Street, Surrey, BC V3V 2T9          Tel: 604-273-8888 Fax: 604-273-8889          Email: info@checkerflag.com</p>							
<p><b>PROJECT INFORMATION</b></p> <p>Project Name: REPAIRS TO RIETDAK BUILDING</p> <p>Client: SURREY DISTRICT MUNICIPALITY</p> <p>Project No: 2010-001</p> <p>Phase: DESIGN</p>							
<p><b>DESIGNER INFORMATION</b></p> <p>Design Firm: QUANTON FISHER</p> <p>Project Manager: CHSCHA PARI</p> <p>Address: 1200 120th Street, Surrey, BC V3V 2T9</p> <p>Phone: 604-273-8888</p>							
<p><b>REVISIONS</b></p> <table border="1"> <thead> <tr> <th>No.</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>WHILE PICTURES TAKEN</td> <td>15/08</td> </tr> </tbody> </table>		No.	Description	Date	1	WHILE PICTURES TAKEN	15/08
No.	Description	Date					
1	WHILE PICTURES TAKEN	15/08					
<p><b>APPROVALS</b></p> <p>Author: [Signature]</p> <p>Checker: [Signature]</p>							
<p><b>PROJECT PLAN</b></p> <p>FLOOR PLAN</p> <p>ROOF PLAN</p> <p>DATE: 01</p> <p>SCALE: A</p>							

ANNEXURE B

ANNEXURE "B"

**CHECKERFLAG PROJECTS**  
 BEST EFFICIENT SUSTAINABLE DESIGN  
 EMAIL: checkerflagprojects@gmail.com  
 CELL: 067 058 4138

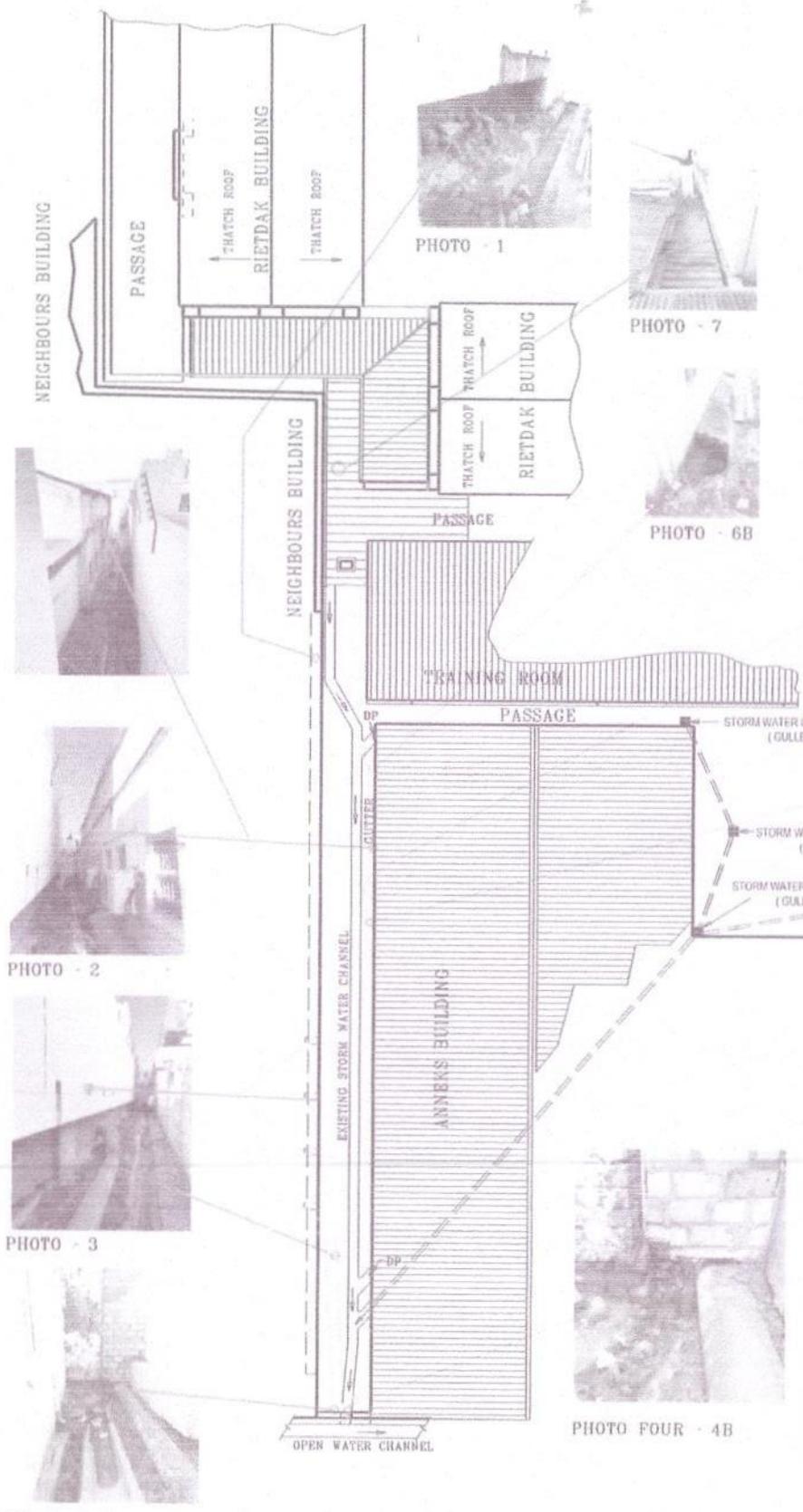


PHOTO - 1



PHOTO - 7



PHOTO - 6B



PHOTO - 6A



PHOTO - 5



PHOTO - 2



PHOTO - 3



PHOTO FOUR - 4A



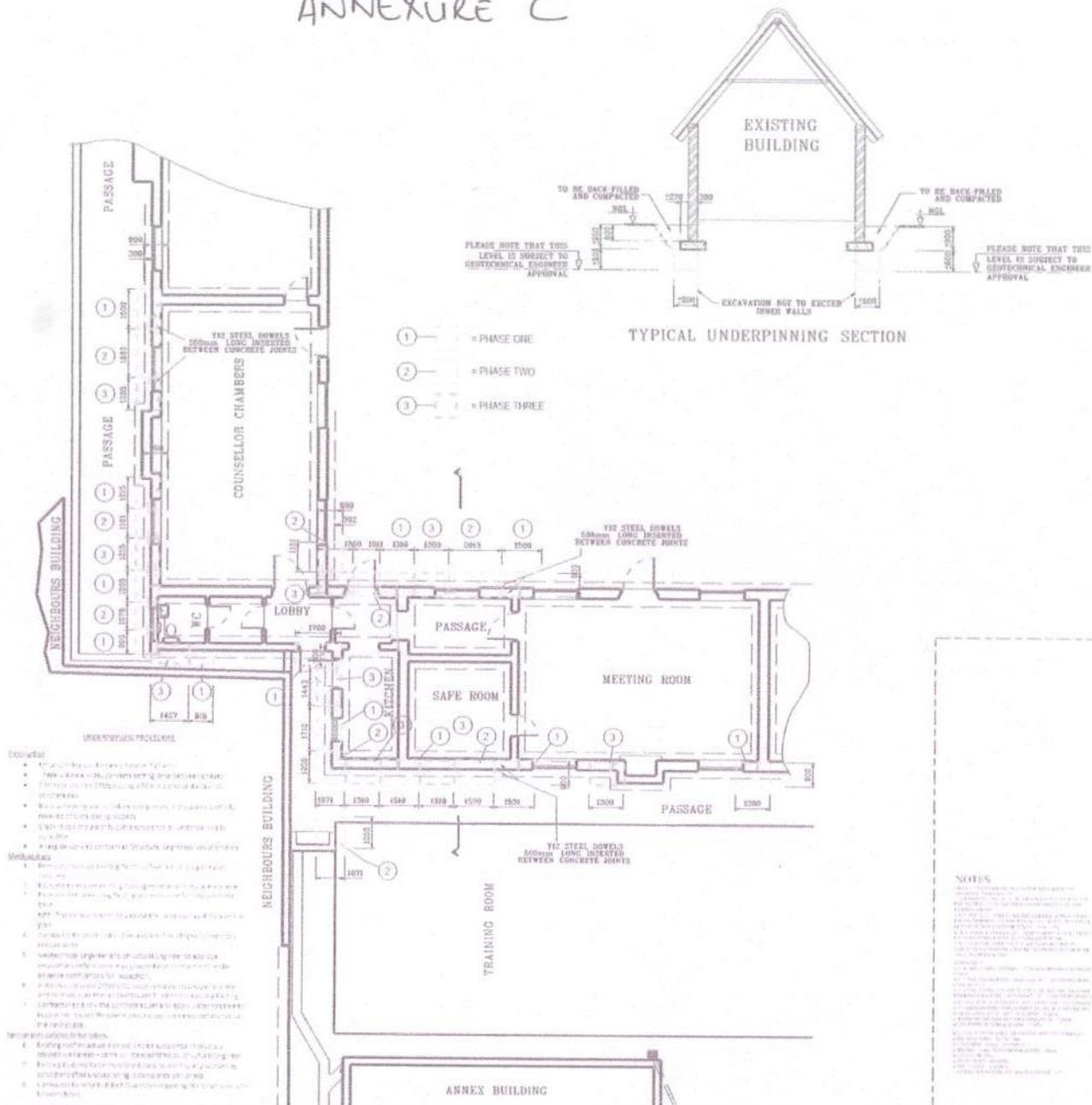
PHOTO FOUR - 4B

ROOF PLAN

<b>QUINTON FISHER</b> Registration number : T 1209 - ND MECH. ENG.			
<b>CHISOMO PHIRI</b> Registration number : PR ARCH 27595450			
PROJECT			
<b>REPAIRS TO ANNEKS BUILDING</b>			
TITLE			
<b>ROOF PLAN</b>			
CLIENT			
CAPE WINELANDS DISTRICT MUNICIPALITY			
DESIGN BY	CHECKED BY	DATE	
GF		JULY 2023	
SCALE (1:25)	PROJECT NUMBER	SHEET	
1:250		02	
PROJ. NUMBER	REV	0	

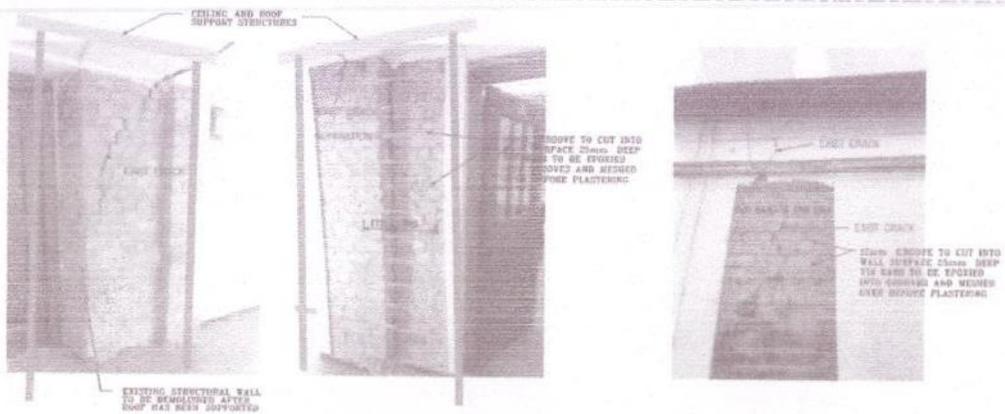
ANNEXURE C

ANNEXURE 'C'



**NOTES**

1. The underpinning shall be done in accordance with the approved drawings.
2. The underpinning shall be done in accordance with the approved drawings.
3. The underpinning shall be done in accordance with the approved drawings.
4. The underpinning shall be done in accordance with the approved drawings.
5. The underpinning shall be done in accordance with the approved drawings.



YOUSUF ISMAEL  
STRUCTURAL ENGINEER  
10/10/2010

myismail  
10/10/2010

10/10/2010