



## DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

TENDER NO: PWRT (B&amp;F) 13/2023

**TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH THE CIDB GRADING OF 4SN OR 3SN PE OR HIGHER FOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS**

|                                                     |                                                         |
|-----------------------------------------------------|---------------------------------------------------------|
| Name of Tendering Entity                            |                                                         |
| Name of Tendering Entity Representative             |                                                         |
| Physical Address of Tendering Entity                |                                                         |
| Postal Address of Tendering Entity                  |                                                         |
| Contact Details of Tendering Entity                 | Tel: .....<br>Fax: .....<br>Cell: .....<br>Email: ..... |
| Tender Amount carried from Form of Offer (incl VAT) | R ..... (incl VAT)                                      |
| CIDB Grading & CRN No                               |                                                         |

**Prepared for:**

Mogale City Local  
Municipality  
P O Box 94  
Krugersdorp  
1740

**Prepared By:**

Mogale City Local Municipality,  
Department of Public Works, Roads and Transport  
P O Box 94  
KRUGERSDORP  
1740  
Tel: 011 668 0702/3

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*Note: The Tenderer must ensure that the documents he received are complete, as neither the Client nor the Engineer will accept any responsibility for any problem that may occur as a result of incomplete documentation.*

**MOGALE CITY LOCAL MUNICIPALITY**



**THE TENDER:**

**PART T1: TENDERING PROCEDURES**

**PART T1: TENDERING PROCEDURES****T1.1 Tender Notice and Invitation to Tender**

MDB1

**PART A  
INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALE CITY LOCAL MUNICIPALITY**

|             |                                                                                                                                                                                                                                 |               |                                        |               |              |
|-------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------------|---------------|--------------|
| BID NUMBER: | <b>PWRT (B&amp;F) 13/2023</b>                                                                                                                                                                                                   | CLOSING DATE: | <b>FRIDAY 17<br/>FEBRUARY<br/>2023</b> | CLOSING TIME: | <b>11:00</b> |
| DESCRIPTION | <b>TENDERS ARE HEREBY INVITED FROM SERVICE PROVIDER(S) FOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.</b> |               |                                        |               |              |

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN  
THE BID BOX SITUATED AT (STREET ADDRESS)**Mogale City Civic Centre****Corner Commissioner and Market Streets****Mogale City****Krugersdorp****1740****SUPPLIER INFORMATION**

|                         |          |  |        |         |  |
|-------------------------|----------|--|--------|---------|--|
| NAME OF BIDDER          |          |  |        |         |  |
| POSTAL ADDRESS          |          |  |        |         |  |
| STREET ADDRESS          |          |  |        |         |  |
| TELEPHONE NUMBER        | CODE     |  | NUMBER |         |  |
| CELLPHONE NUMBER        |          |  |        |         |  |
| FACSIMILE NUMBER        | CODE     |  | NUMBER |         |  |
| E-MAIL ADDRESS          |          |  |        |         |  |
| VAT REGISTRATION NUMBER |          |  |        |         |  |
| TAX COMPLIANCE STATUS   | TCS PIN: |  | OR     | CSD No: |  |

|                                                                                                                                                                       |                                                                                    |                                                                          |                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]                                                                                                    | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                        | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      | <input type="checkbox"/> Yes<br><input type="checkbox"/> No                            |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |                                                                                    |                                                                          |                                                                                        |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |
| TOTAL NUMBER OF ITEMS OFFERED                                                                                                                                         |                                                                                    | TOTAL BID PRICE                                                          |                                                                                        |
| SIGNATURE OF BIDDER                                                                                                                                                   | .....                                                                              | DATE                                                                     |                                                                                        |
| CAPACITY UNDER WHICH THIS BID IS SIGNED                                                                                                                               |                                                                                    |                                                                          |                                                                                        |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:                                                                                                                       |                                                                                    | TECHNICAL CLARIFICATION QUERIES MAY BE DIRECTED TO:                      |                                                                                        |
| DEPARTMENT                                                                                                                                                            | Supply Chain Management                                                            | DEPARTMENT                                                               | Public Works, Roads & Transport                                                        |
| CONTACT PERSON                                                                                                                                                        | Ofentse Matsose                                                                    | CONTACT PERSON                                                           | Koos Pretorius                                                                         |
| TELEPHONE NUMBER                                                                                                                                                      | 011 951 2177 / 2432 /2014                                                          | TELEPHONE NUMBER                                                         | 011 668 0716 / 073 226 5046                                                            |
| FACSIMILE NUMBER                                                                                                                                                      | N/A                                                                                | FACSIMILE NUMBER                                                         | Koos.pretorius@mogalecity.gov.za                                                       |
| E-MAIL ADDRESS                                                                                                                                                        | ofentse.matsose@mogalecity.gov.za                                                  | koos.pretorius@mogalecity.gov.za                                         |                                                                                        |

## PART B TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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) ☐ YES ☐ NO
- 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA ☐ YES ☐ NO
- 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION ☐ YES ☐ NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

ADVERTISED IN: City Press

PUBLISHING DATE: Sunday 15 January 2023

TENDER NO: PWRT (B&amp;F) 13/2023

**MOGALE CITY LOCAL MUNICIPALITY**

Tenders are hereby invited for the following Office: Public Works Roads & Transport: Building and Facilities

**TENDER NO: PWRT (B&F) 13/2023**

**TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH THE CIDB GRADING OF 4SN OR 3SN PE OR HIGHER FOR REPAIRS AND MAINTENANCE OF WATER PROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.**

**Adjudication: 80/20**

Tenders will be evaluated using functionality evaluation criteria of **50 points** of which the contractor is required to score the minimum of **45 points** in order to be considered for further evaluation. Tenders will be evaluated using the **80/20** preference point system which awards **80 points for Price** and **80 points for attaining the BBEE status level of contribution** in accordance with the table below:

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

**Documents Collection:** Documents can be downloaded from the e-tender portal or Mogale City Website.

Technical Enquiries: Henk Spamer / Koos Pretorius Tel: (011) 951 2048 / 067 066 9927/  
(011) 668 0716 / 073 226 5046

Tender Documents: Ofentse Matsose Tel: (011) 951 2177 /2014/2432

**Documents available:** As from **Sunday 15 January 2023** on [www.etenders.gov.za](http://www.etenders.gov.za) or [www.mogalecity.gov.za](http://www.mogalecity.gov.za)

**Closing date:** **Thursday 16 February 2023**

**Time:** **11:00**

**Tender Box**

Venue: Tender boxes are situated at the reception desk of the Supply Chain Management Unit, situated on the upper level of the West Wing of the Mogale City Civic Centre, Corner Commissioner and Market Streets in Krugersdorp.

### **MANDATORY TENDER DOCUMENTS:**

1. **Tax Clearance Certificate / Tax Compliance Status documents with Pin.**  
Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin
2. **Copies of ID's for entity directors/shareholders**
3. **The bidding entity as well as all its directors must submit Municipal account not more than three (03) months / ninety (90) days plus in arrears at the time of the closing date.**
4. **A valid lease agreement which is in the name of the business and or directors /shareholders, which must stipulate who is responsible for payment of Municipal services; or**
5. **If the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services.**
  - 5.1. **The bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate.**
6. **If the Bidding Entity operates from parents' place and is not responsible for Municipal account:**
  - 6.1 **The bidder must submit the property owner's Municipal account and a Sworn Affidavit of the property owner with and original stamp from the Commissioner of Oaths.**
7. **Completed and signed Declaration of Municipal Account**
8. **Central Supplier Database (CSD) registration report**
9. **Completed and Signed Schedule of Quantities**
10. **Authority of Signatory must be completed and signed in case of a business not sole proprietor or one-person business or board of director's resolution authorizing signature to sign off the bid documents.**
11. **Completed and signed the below Municipal Bidding Documents:**
  - 11.1 **MBD 1: Invitation to tender**
  - 11.2 **MBD 4. Declaration of Interest.**
  - 11.3 **MBD 6.1 Preferential Points**
  - 11.4 **MBD 8: Declaration of bidders past supply chain management practices**
  - 11.5 **MBD 9: Certificate of independent bid determination.**

### **BIDDING TENDER CONDITIONS:**

1. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ [www.csd.gov.za](http://www.csd.gov.za)
2. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State are registered on the CSD prior to award letter/purchase order/signed contract being issued.
3. According to the amended Codes of Good Practice, an *Exempted Micro Enterprise (EME)* is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R10 million or less and level of Black ownership to claim BEE points
4. According to the amended Codes of Good Practice, Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R50 million or less and level of Black ownership to claim BEE points.
5. A trust, consortium or joint venture will qualify for points for the BBBEE status level as a legal entity, provided that the entity submits their consolidated BBBEE status level certificate. If a bidder does not submit a certificate substantiating the BBBEE status level of contribution/ and Affidavit or is a non-compliant contributor, The bid will be evaluated on an 80/20 principle where 80 points will be price and 20 points is BBBEE component.

**T1.2 Tender Data**

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6. Certified copies of their BEE certificates from an accredited BEE verification agency with their tender submission or sworn Affidavit.
7. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severely bound.
8. No late tender will be accepted.
9. Telefax or e-mail tenders will not be accepted.
10. Tenders may only be submitted on the bid documents as provided by Mogale City.
11. The use of tipp-ex is not allowed on the bid documents.
12. Bids completed in pencil will be regarded as invalid bids.
13. No page(s) may be removed from the original tender document
14. No electronic signature will be accepted the bidder's signature must always be signed by hand in black ink.
15. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document;
16. In the event of a mistake having been made on the pricing schedule, it shall be crossed out in ink and be accompanied by a full signature at each and every alteration.
17. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
18. The lowest or any tender will not necessarily be accepted, and Mogale City reserves the right to accept a tender in whole or in part.
19. The validity period for this tender is hundred and twenty days (120) days.
20. A Corporate social responsibility contribution of two (2%) percent inclusive of 15%VAT will be levied on all companies/ service providers appointed as successful bidders if such companies are not based in the area of jurisdiction of Mogale City.
21. The Municipality reserves the right to appoint and not to appoint.
22. All tender prices must be inclusive of VAT for all registered VAT vendors.
23. All bid prices must be in RSA currency and inclusive of VAT. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
24. The bidder shall indicate if the escalation percentage applicable to pricing on the 2<sup>nd</sup> and 3<sup>rd</sup> year of the contract shall either be linked to CPIX or Industry Fluctuations Rate
25. All bids must be submitted on the official forms and may not be re-typed, copied or scanned.
26. Bids will be opened immediately after the closing date and time in a venue to be indicated.
27. No bids will be accepted from persons in the service of the state as it is defined in the Municipal Finance Management Act and Regulations.
28. The supply chain management policy of Mogale City Local Municipality allow persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action.
29. Tender documents may be downloaded from e-tender portal at [www.etenders.gov.za](http://www.etenders.gov.za) as well as [www.mogalecity.gov.za](http://www.mogalecity.gov.za)

**MR MAKHOSANA MSEZANA**  
**MUNICIPAL MANAGER**

**PART T1: TENDERING PROCEDURES****T1.2 Tender Data****T1.2.1 Conditions of Tender**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIBD Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960 of 10 July 2015, Board Notice 136 of 2015. (See [www.cidb.org.za](http://www.cidb.org.za)).

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.

**T1.2.2 Tender Data**

The clause numbers in the Tender Data refer to the corresponding clause numbers in the Conditions of Tender which follows this section (see Annex 1).

**The additional Conditions of Tender are:**

| <b>Clause Number</b> | <b>Tender Data</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.1.1                | The Employer is, <b>Mogale City Local Municipality</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| F.1.2                | <p>The tender documents issued by the Employer comprise of:</p> <p><b>Part T1: Tendering Procedures</b><br/> T1.1 Tender Notice and Invitation to Tender<br/> T1.2 Tender Data</p> <p><b>Part T2: Returnable Documents</b><br/> T2.1 List of Returnable Documents<br/> T2.2 Returnable Schedules</p> <p><b>Part C1: Agreement and Contract Data</b><br/> C1.1 Form of Offer and Acceptance<br/> C1.2 Contract Data<br/> C1.3 Forms of Securities</p> <p><b>Part C2: Pricing Data</b><br/> C2.1 Pricing Instructions<br/> C2.2 Bill of Quantities</p> <p><b>Part C3: Scope of Work</b><br/> C3.1 Description of the Works<br/> C3.2 Engineering<br/> C3.3 Procurement<br/> C3.4 Construction<br/> C3.5 Management of the Works<br/> C3.6 Project Specifications<br/> C3.7 Health and Safety Specifications<br/> C3.8 Environmental Management During Construction</p> <p><b>Part C4: Site Information</b><br/> C4.1 Site Information</p> |

## T1.2 Tender Data

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Clause Number</b> | <b>Tender Data</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| F.1.3.2              | The tender document of the winning tenderer will become the contract document between the Employer and Contractor.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| F.1.4                | <p>The Employer's agent is:</p> <p>Contact Person : <b>Sebaka Ramaremel</b></p> <p>Company Name : <b>Department of Public Works, Roads and Transport</b></p> <p>Address : <b>Mogale City Local Municipality,</b><br/> <b>P O Box 94</b><br/> <b>KRUGERSDORP</b><br/> <b>1740</b></p> <p>Telephone : <b>(011) 668 1702/3</b><br/> <b>: 073 788 7034</b></p> <p>Facsimile : <b>N/A</b></p> <p>Email Address : <a href="mailto:Sebaka.Ramaremel@mogalecity.gov.za">Sebaka.Ramaremel@mogalecity.gov.za</a></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| F.1.5                | <p><b>The Employer's right to accept or reject any tender offer:</b></p> <p>The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| F.1.6.1              | <p><b>Data pertaining to targeted procurement</b></p> <p>This tender will be adjudicated and awarded in terms of the Mogale City Local Municipality Procurement Policy. The complete document can be requested from Mogale City Local Municipality. A list of trained local labour will be provided by the Municipal structure on award of the Tender.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| F.1.6.2              | <p><b>Corporate Social Responsibility</b></p> <p>A 2% VAT inclusive contribution will be deducted from all certified payments to the contractor and will be deducted from the amount payable before payment is issued. This is only applicable to service providers outside of the Mogale City jurisdiction.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| F.1.6.3.1            | Tenderers shall submit their proposals. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in F.3.11.3 in the Tender Data.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| F.2.1                | <p><b>Eligibility Criteria and Requirements</b></p> <p><b>CIDB Registration and Grading:</b></p> <ol style="list-style-type: none"> <li>1) Only tenderers who are registered with the CIDB or have a sub-contractor registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for <b>4SN OR 3SN PE OR HIGHER</b> class of construction work, are eligible to submit tenders.</li> <li>2) Only the following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders: contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a <b>4SN OR 3SN PE OR HIGHER</b> class of construction work; and</li> <li>3) Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> <li>i) Every member of the joint venture is registered with the CIDB;</li> <li>ii) The lead partner has a contractor grading designation in the <b>4SN OR 3SN PE OR HIGHER</b> class of construction work; and</li> <li>iii) The combined contractor grading designation calculated in accordance with the CIDB Regulation is equal to or higher than a contractor grading</li> </ol> </li> </ol> |

## T1.2 Tender Data

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>designation determined in accordance with the sum tendered for a <b>4SN OR 3SN PE OR HIGHER</b> class construction work.</p> <p>4) Information to be submitted with the tender:<br/>The tenderer shall submit CV's of the management and key staff submitted in this tender document that will be employed to carry out this project, together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Clause Number | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.2.7         | <p>The arrangements for the compulsory Project Briefing Session are:<br/>Date: Refer to Invitation to Tender<br/>Venue: Refer to Invitation to Tender<br/>Enquiries may be directed to Sonti Rakhatoe Tel: 011 951 2014/2177/2432 / 071 884 8290<br/>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list.</p>                                                                                                                                                                                                          |
| F.2.13.       | <p>The tenderer must submit one tender offer only in a sealed envelope.<br/>The Employer's address for delivery of tender offers and identification details to be shown on the tenderer's offer package are:<br/><b>Location of tender box:</b> Reception desk of the Supply Chain Management Unit upper level of the West Wing of the Mogale City Civic Centre Corner Commissioner and Market Street in Krugersdorp.<br/><b>Physical Address:</b> Tender reference number, Title of Tender<br/><b>Identification Details:</b> Closing date and time of the tender, Tenderer's name, his authorised representatives name, Postal address and telephonic contact numbers</p> |
| F.2.13.6      | This tender will be submitted as a <b>1 envelope tender document</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| F.2.13.10     | <p><b>Additional Clause:</b><br/>All annexures (for the Returnable Schedules) must be submitted in a <b>separately bound document</b> together with the tender document.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| F.2.15.1      | <p>Refer to the Invitation to Tender for the closing time for submissions of the tender offers.<br/>No late submissions will be considered.<br/>Telephonic, telegraphic, telex, facsimile or emailed submission offers will not be accepted.</p>                                                                                                                                                                                                                                                                                                                                                                                                                            |
| F.2.16        | <p>All Bids shall remain valid for a period of hundred and twenty (120) days after the time and date set for the opening of Bids, or until the tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the tenderer may be requested in writing, to extend the validity of this tender for a specific period. The written approval of the tenderer must then be received before the lapsing of the original validity period, in order to remain valid.</p>                                                                                                                                                                        |
| F.2.23        | <p>The Tenderer must provide the following with his submitted bid document.<br/>T2.2.1 Record of Addenda to Tender Documents<br/>T2.2.2 Compulsory Enterprise Questionnaire<br/>T2.2.3 Authority of Signatory<br/>T2.2.4 MCLM Corporate Social Responsibility<br/>T2.2.5 Proposed Amendments and Qualifications<br/>T2.2.6 Declaration of Interest<br/>T2.2.8 Preference Points Claim Form</p>                                                                                                                                                                                                                                                                              |

## T1.2 Tender Data

|                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                      | <p>T2.2.9 Declaration of Tenderer's Past Supply Chain Management Practices</p> <p>T2.2.10 Certificate of Independent Bid Determination</p> <p>T2.2.11 Capacity to Execute Work</p> <p>T2.2.12 Key Personnel/Project Team</p> <p>T2.2.13 Previous Experience</p> <p>T2.2.14 Schedule of Proposed Subcontractors</p> <p>T2.2.15 Rates for Special Materials</p> <p>T2.2.16 Certificate of Tenderers Attendance at the Clarification Meeting</p> <p>T2.2.17 Tax Clearance Certificate</p> <p>T2.2.18 B-BBEE Certification</p> <p>T2.2.19 Certificate of Contractors Registration issued by the Construction Industry Development Board</p> <p>T2.2.20 (a) Municipal Accounts<br/>(b) Declaration of Municipal Account</p> <p>T2.2.21 Occupational Health and Safety Questionnaire</p> |
| <b>Clause Number</b> | <b>Tender Data</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| F.2.23               | Failure to submit the required returnable schedules will deem the bid as non-responsive. 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| F.3.4                | <p>Opening of tender submissions:</p> <p>Tenders will be opened in public.</p> <p>Tender names and total prices, where practical will be read out.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| F.3.8                | <p>Tenders will be deemed non-responsive if the following conditions are not met:</p> <ul style="list-style-type: none"> <li>• The contractors fails to comply with the pre-qualification criteria for preferential procurement.</li> <li>• The contractors fails to meet the minimum qualifying score for functionality evaluation criteria for a tender</li> <li>• The contractors fails to submit a valid CIDB certificate</li> </ul>                                                                                                                                                                                                                                                                                                                                           |
| F.3.11.1             | <p>The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and preference.</p> <p>Although quality does not determine the award, quality will be evaluated first (as outlined below) and if the tenderer does not meet the minimum quality criteria he/she will be eliminated and the tender will not be evaluated further.</p>                                                                                                                                                                                                                                                                                                                                                                                                                   |
| F.3.11.3             | <p>Tenders are to be evaluated on the basis of an 80/20 system, 80 points for price and 20 points for attaining the Broad Based Black Economic Empowerment (BBBEE) status level of contribution.</p> <p>The below mentioned criteria regarding Functionality are required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to "scope of work".</p>                                                                                                                                                                                                                                                                                               |

## FUNCTIONALITY EVALUATION CRITERIA

- The below mentioned criteria regarding Functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to specifications.
- Failure to score the minimum of 45 points out of 50 points will lead to Non – Compliance and bidders will be rejected after this phase and not continue for price scoring.
- The service provider should at least score a minimum of 45 points out of 50 in order to be considered for the next evaluation phase.
- If any criterion is rated zero points, the tenderer will be rejected, even if the 45 out of 50 points are achieved.
- Non-compliant bidders will be rejected after this phase and not continue to price scoring. These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on Price.

| ITEM | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | WEIGHT | MINIMUM SCORE |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------|
| 1.   | <p><b>Past company's experience and expertise;</b><br/>Proven Relevant and Similar Projects carried out in a repairs and maintenance of waterproofing and painting (Facilities and Buildings) by the bidder in the past 10 years.</p> <ul style="list-style-type: none"> <li>❖ Proven relevant experience in waterproofing and painting, maintenance and repairs:</li> <li>• Minimum of one (1) similar project with a value of between R400,000.00 and R500,000.00 or two (2) similar projects with a combined value of between R400,000.00 and R500,000.00, with the required reference letters and completion certificates = 10 Points</li> <li>• Minimum of one (1) similar project with a value of above R500,000.00 or Two (2) similar projects with a combined value of above R500,000.00 with the required reference letters and completion certificates = 15 Points</li> </ul> <p>Contactable reference Letters / Completion certificate from previous client(s) reflecting successful completion, duration the project must be attached.</p> <p><b>Non attachment of reference letters / completion certificate will lead to Zero (0) scoring of points.</b></p> | 15     | 10            |
| 2.   | <p><b>Relevant experience and qualifications of key personnel:</b></p> <p>Detailed Curriculum Vitae (CV) must be attached for each team member.</p> <p>Experience must include (repairing &amp; maintenance) Painting and waterproofing to all facilities and buildings infrastructure: Ceilings, doors, walls, windows, and roofs. Tenderer must have the following as a minimum:</p> <ul style="list-style-type: none"> <li>• Supervisor minimum of 5 years' experience to waterproofing and/or painting = 5 Points</li> <li>• Water proofer minimum of 3 years' experience to waterproofing and/or painting = 5 points</li> <li>• Painter minimum of 3 years' experience painting = 5 points</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 15     | 15            |
|      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |        |               |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |    |           |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|-----------|
| 3. | <b>Plant, equipment and resources</b><br>3.1 Vehicle minimum LDV 1 ton: Submit registration documents as proof of ownership; = 10 points<br>Or<br>Letter of intent from the hiring company =10 points<br><br>3.2 Equipment: A signed letter must be submitted on a company letterhead stating the plant and equipment to be used on the project is owned by the company; 5 x 2 =10 points<br><br>Following plant and equipment but not limited to: <ul style="list-style-type: none"> <li>➤ Mobile stackable scaffolding (6m) = 2 points</li> <li>➤ Safety harnesses = 2 points</li> <li>➤ Orbital Sander = 2 points</li> <li>➤ Torch, nozzles and gas bottle for waterproofing work = 2 points</li> <li>➤ Paint Brushes and rollers = 2 points</li> </ul><br><b>Non attachment of letter of stating will lead to Zero (0) scoring of points</b> | 20 | <b>20</b> |
|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 50 | 45        |

- The purpose of the comparison is to ensure a meaningful evaluation; bidders are requested to furnish detailed information of substantiation of compliance to the evaluation criteria. The service provider should at least score the minimum of 45 points out of the 50 points in order to be considered to the next evaluation phase.
- All information and particulars necessary to properly evaluate the tender must be furnished on submission. Incomplete particulars and documents required substantiating or insufficient

**T1.2.3 Annex 1****Standard Conditions of Tender**

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

**F.1 General****F.1.1 Actions**

**F.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 F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.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.*

**F.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.

**F.1.2 Tender Documents**

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

**F.1.3 Interpretation**

**F.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.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.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 organisation is in a position to 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 organisation which 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 in order 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;
- e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **Functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### **F.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.

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

**F.1.5.1** An organ of state 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 services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

**F.1.5.2** The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement Procedures**

##### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.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.

##### **F.1.6.2 Competitive Negotiation Procedure**

**F.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 F.3.4, the employer shall

announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order 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.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh 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.

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

### **F.1.6.3 Proposal Procedure Using the Two Stage-System**

#### **F.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.

#### **F.1.6.3.2 Option 2**

**F.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.

**F.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.

### **F.2 Tenderer's Obligations**

#### **F.2.1 Eligibility**

**F.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.

**F.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.

**F.2.2 Cost of Tendering**

**F.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 complies with requirements.

**F.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.

**F.2.3 Check Documents**

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

**F.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.

**F.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.

**F.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, in order to take the addenda into account.

**F.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.

**F.2.8 Seek Clarification**

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

**F.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.

**F.2.10 Pricing the Tender Offer**

- F.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 14 days before the closing time stated in the tender data.
- F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- F.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.
- F.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.

**F.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.

**F.2.12 Alternative Tender Offers**

- F.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.
- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

**F.2.13 Submitting a Tender Offer**

- F.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, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.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.
- F.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.
- F.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.

**F.2.13.5** 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 proposall and place the remaining returnable documents in an envelope marked -technical proposall. 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.

**F.2.13.6** 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.

**F.2.13.7** 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.

**F.2.13.8** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**F.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.

**F.2.15 Closing Time**

**F.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.

**F.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.

**F.2.16 Tender offer Validity**

**F.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.

**F.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.

**F.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.

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

**F.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 F.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.*

**F.2.18 Provide Other Material**

**F.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), referencing 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.

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

**F.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.

**F.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.

**F.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.

**F.2.22 Return of Other Tender Documents**

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

**F.2.23 Certificates**

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

**F.3 The Employer's Undertakings****F.3.1 Respond to Requests from the Tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.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 as a consequence:

- a) an individual firm, or a joint venture as a whole, 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.

**F.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 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 drew documents.

**F.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.

**F.3.4 Opening of Tender Submissions**

**F.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.

**F.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.

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

**F.3.5 Two-Envelope System**

**F.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.

**F.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.

**F.3.6 Non-Disclosure**

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.

**F.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.

**F.3.8 Test for Responsiveness**

**F.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.

**F.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.

**F.3.9 Arithmetical Errors, Omissions and Discrepancies**

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.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

**F3.9.2** The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) 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.

- c) Where there is an error in the total of the prices either as a result 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.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **F.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.

## **APPLICATION**

2. These Regulations apply to organs of state as envisaged in the definition of Organ of state in section 1 of the Act.1

## **IDENTIFICATION OF PREFERENCE POINT SYSTEM, DESIGNATED SECTOR, PRE-QUALIFICATION CRITERIA, OBJECTIVE CRITERIA AND SUBCONTRACTING**

1. An organ of state must-

(a) determine and stipulate in the tender documents-

(i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or

1 The definition of "organ of state" in section 1 of the Act in paragraph (a) to (e) includes-

- a national or provincial department as defined in the Public Finance Management Act, 1999;
- a municipality as contemplated in the Constitution;
- a constitutional institution as defined in the Public Finance Management Act;
- Parliament;
- a provincial legislature.

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of "organ of state" in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance

Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition

The application of these Regulations is also subject to applicable exemptions approved in terms of section 3 of the Act.

(ii) if it is unclear which preference point system will be applicable, 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;

(b) determine whether pre-qualification criteria are applicable to the tender as envisaged in regulation 4;

(c) determine whether the goods or services for which a tender is to be invited, are in a

designated sector for local production and content as envisaged in regulation 8;

(d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and

(e) determine whether objective criteria are applicable to the tender as envisaged in regulation 11.

#### **PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT**

4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-

(a) a tenderer having a stipulated minimum B-BBEE status level of contributor;

(b) an EME or QSE;

(c) a tenderer subcontracting a minimum of 30% to-

(i) an EME or QSE which is at least 51% owned by black people;

(ii) an EME or QSE which is at least 51% owned by black people who are youth;

(iii) an EME or QSE which is at least 51% owned by black people who are women;

(iv) (iv) an EME or QSE which is at least 51% owned by black people with disabilities;

(v) (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;

(vi) a cooperative which is at least 51% owned by black people;

(vii) (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;

(viii) an EME or QSE.

(2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

#### **F.3.11 Evaluation of Tender Offers**

##### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

## **TENDERS TO BE EVALUATED ON FUNCTIONALITY**

- 5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.
- (2) The evaluation criteria for measuring functionality must be objective.
- (3) The tender documents must specify-
- (a) the evaluation criteria for measuring functionality;
  - (b) the points for each criteria and, if any, each sub-criterion; and
  - (c) the minimum qualifying score for functionality.
- (4) The minimum qualifying score for functionality for a tender to be considered further-
- (a) must be determined separately for each tender; and
  - (b) may not be so-
    - (i) low that it may jeopardise the quality of the required goods or services; or
    - (ii) high that it is unreasonably restrictive.
- (5) Points scored for functionality must be rounded off to the nearest two decimal places.
- (6) A tender that fails to obtain the minimum qualifying score for functionality as indicated in the tender documents is not an acceptable tender.
- (7) Each tender that obtained the minimum qualifying score for functionality must be evaluated further in terms of price and the preference point system and any objective criteria envisaged in regulation 11.

### **F.3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBBEE contribution
- 3) Add the points scored for price and BBBEE.

### **F.3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.

- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

**80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50 MILLION**

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders ( including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 MILLION (inclusive of all applicable taxes included):

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

Where

$P_s$  = Points scored for comparative price of tender or offer under consideration;

$P_t$  = Comparative price of tender or offer under consideration; and

$P_{min}$  = Comparative price of lowest acceptable tender or offer.

- 2) The following table must be used to calculate the points out of 10 for B-BBEE:

| B-BBEE status level of contributor | Number of points |
|------------------------------------|------------------|
| 1                                  | 20               |
| 2                                  | 18               |
| 3                                  | 16               |
| 4                                  | 12               |
| 5                                  | 8                |
| 6                                  | 6                |
| 7                                  | 4                |
| 8                                  | 2                |
| Non-compliant contributor          | 0                |

- (3) A tenderer must submit proof of its B-BBEE status level of contributor.

- (4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-

- (a) may only score points out of 80 for price; and  
(b) scores 0 points out of 20 for B-BBEE.

- (5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

- (6) The points scored by a tenderer for B-BBEE in terms of subregulation (2) must be added to the points scored for price under subregulation (1).

- (7) The points scored must be rounded off to the nearest two decimal places.
- (8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.
- (9)(a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
- (c) The organs of state may-
- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
- (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
- (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

#### 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS WITH RAND VALUE ABOVE R50 MILLION

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

Where-

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

Where

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;

*P<sub>t</sub>* = Comparative price of tender or offer under consideration; and

*P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

- 3) The following table must be used to calculate the points out of 10 for B-BBEE:

| B-BBEE status level of contributor | Number of points |
|------------------------------------|------------------|
| 1                                  | 10               |
| 2                                  | 9                |
| 3                                  | 6                |
| 4                                  | 5                |
| 5                                  | 4                |
| 6                                  | 3                |
| 7                                  | 2                |
| 8                                  | 1                |
| Non-compliant contributor          | 0                |

- (3) A tenderer must submit proof of its B-BBEE status level of contributor.

(4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-

(a) may only score points out of 90 for price; and

(b) scores 0 points out of 10 for B-BBEE.

(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

(6) The points scored by a tenderer for B-BBEE contribution in terms of subregulation (2) must be added to the points scored for price under subregulation (1).

(7) The points scored must be rounded off to the nearest two decimal places.

(8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

(9)(a) If the price offered by a tenderer scoring the highest points is not market-related, the organ of state may not award the contract to that tenderer.

(b) The organs of state may-

negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;

(ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;

(iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.

(c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

#### **F.3.11.6 Decimal places**

Score price, preference and functionality, as relevant, to two decimal places.

#### **F.3.11.7 Scoring Price**

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where

$N_{FO}$  is the number of tender evaluation points awarded for price.

$W_1$  is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

| Formula                                                                                                                                                        | Comparison aimed at achieving               | Option 1 <sup>a</sup>           | Option 2 <sup>a</sup> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|---------------------------------|-----------------------|
| 1                                                                                                                                                              | Highest price or discount                   | $A = (1 + \frac{P - P_m}{P_m})$ | $A = P / P_m$         |
| 2                                                                                                                                                              | Lowest price or percentage commission / fee | $A = (1 - \frac{P - P_m}{P_m})$ | $A = P_m / P$         |
| <sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer.<br>$P$ is the comparative offer of the tender offer under consideration. |                                             |                                 |                       |

#### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

#### F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

Where:

$S_O$  is the score for quality allocated to the submission under consideration;

$M_S$  is the maximum possible score for quality in respect of a submission; and

$W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

#### F.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.

#### F.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:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- 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 into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his 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.

#### **F.3.14 Prepare contract documents**

**F.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.

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

#### **F.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.

#### **F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

#### **F.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.

#### **F.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.

#### **F3.19 Transparency in the procurement process**

**F3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

**F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

- F3.19.4** The client must publish the information on a quarterly basis which contains the following information:
- Procurement planning process
  - Procurement method and evaluation process
  - Contract type
  - Contract status
  - Number of firms tendering
  - Cost estimate
  - Contract title
  - Contract firm(s)
  - Contract price
  - Contract scope of work
  - Contract start date and duration
  - Contract evaluation reports
- F3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
- F3.19.6** Consultative Forum must be an independent structure from the bid committees. **F3.19.7** The information must be published on the employer's website.
- F 3.19.8** Records of such disclosed information must be retained for audit purposes.

MOGALE CITY LOCAL MUNICIPALITY



THE TENDER:

PART T2: RETURNABLE DOCUMENTS

## PART T2: RETURNABLE DOCUMENTS

### T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:

- T2.2.1 Record of Addenda to Tender Documents
- T2.2.2 Compulsory Enterprise Questionnaire
- T2.2.3 Authority of Signatory
- T2.2.4 MCLM Corporate Social Responsibility
- T2.2.5 Proposed Amendments and Qualifications
- T2.2.6 Declaration of Interest
- T2.2.7 Preference Points Claim Form
- T2.2.8 Declaration of Tenderer's Past Supply Chain Management Practices
- T2.2.9 Certificate of Independent Bid Determination
- T2.2.10 Capacity to Execute Work
- T2.2.11 Key Personnel/Project Team
- T2.2.12 Previous Experience
- T2.2.13 Schedule of Proposed Subcontractors
- T2.2.14 Rates for Special Materials
- T2.2.15 Certificate of Tenderers Attendance at the Clarification Meeting
- T2.2.16 Tax Clearance Certificate
- T2.2.17 B-BBEE Certification
- T2.2.18 Certificate of Contractors Registration issued by the Construction Industry Development Board
- T2.2.19 (a) Municipal Accounts  
(b) Declaration of Municipal Account
- T2.2.20 Occupational Health and Safety Questionnaire

A check list has been provided to ensure the necessary documents have been submitted. All returnable schedules must be submitted in a **separately bound document** together with the tender document in 1 envelope.

**T2.1.1 Check List for Tender Submission**

The Tenderer is to indicate in the check-boxes provided that he has completed the required section of the tender document. Completion of this check-list will assist the Tenderer in ensuring that he has attended to all the required items for submission with this tender.

| SECTION<br>N | DESCRIPTION                                                                                         | COMPLETED |    | FOR OFFICE USE |    |         |
|--------------|-----------------------------------------------------------------------------------------------------|-----------|----|----------------|----|---------|
|              |                                                                                                     | YES       | NO | YES            | NO | COMMENT |
| Cover        | Cover page completed with Tenderer's details                                                        |           |    |                |    |         |
| T2.2.1       | Record of Addenda to Tender Documents                                                               |           |    |                |    |         |
| T2.2.2       | Compulsory Enterprise Questionnaire                                                                 |           |    |                |    |         |
| T2.2.3       | Authority of Signatory                                                                              |           |    |                |    |         |
|              | Attached certified copy of resolution                                                               |           |    |                |    |         |
| T2.2.4       | MCLM Corporate Social Responsibility                                                                |           |    |                |    |         |
|              | Attached CM29                                                                                       |           |    |                |    |         |
| T2.2.5       | Proposed Amendments and Qualifications                                                              |           |    |                |    |         |
| T2.2.6       | Declaration of Interest                                                                             |           |    |                |    |         |
|              | Attach proof of authority if required                                                               |           |    |                |    |         |
| T2.2.8       | Preference Points Claim Form                                                                        |           |    |                |    |         |
| T2.2.9       | Declaration of Bidders Past Supply Chain Management Practices                                       |           |    |                |    |         |
| T2.2.10      | Certificate of Independent Bid Determination                                                        |           |    |                |    |         |
| T2.2.11      | Capacity to Execute Work                                                                            |           |    |                |    |         |
|              | Letter of intent/agreement from hiring company                                                      |           |    |                |    |         |
| T2.2.12      | Key Personnel/Project Team                                                                          |           |    |                |    |         |
|              | CV's and qualifications attached                                                                    |           |    |                |    |         |
| T2.2.13      | Previous Experience                                                                                 |           |    |                |    |         |
|              | Completion certificates/verification letter of successful completion by client attached             |           |    |                |    |         |
| T2.2.14      | Financial Capacity                                                                                  |           |    |                |    |         |
|              | Bank rating certificate attached in separate bound document                                         |           |    |                |    |         |
| T2.2.15      | Schedule of Proposed Sub-Contractors                                                                |           |    |                |    |         |
| T2.2.16      | Rates for Special Materials                                                                         |           |    |                |    |         |
| T2.2.17      | Certificate of Tenderers Attendance at the Clarification Meeting                                    |           |    |                |    |         |
| T2.2.18      | Tax Clearance Certificate                                                                           |           |    |                |    |         |
|              | Original tax clearance certificate attached in separate bound document or Tax compliance Pin number |           |    |                |    |         |
| T2.2.19      | Declaration of Good Standing Regarding Tax Income                                                   |           |    |                |    |         |
| T2.2.20      | B-BBEE Certificate                                                                                  |           |    |                |    |         |
|              | Sworn Affidavit                                                                                     |           |    |                |    |         |
| T2.2.21      | Certificate of Contractors Registration issued by the Construction Industry Development Board       |           |    |                |    |         |
|              | CIDB certificate attached                                                                           |           |    |                |    |         |
| T2.2.22      | Municipal Accounts                                                                                  |           |    |                |    |         |
|              | Declaration of Municipal Account Accounts attached                                                  |           |    |                |    |         |

**MOGALE CITY LOCAL MUNICIPALITY****TENDER NO: PWRT (B&F) 13/2023****TENDER: REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS****Check List**

|         |                                                                                                                   |  |  |  |  |  |
|---------|-------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
| T2.2.23 | Occupational Health and Safety Questionnaire                                                                      |  |  |  |  |  |
|         | Attach:<br>Management structure & organogram<br>Human resource plan<br>Letter of good standing<br>COVID Insurance |  |  |  |  |  |

**PART T2: RETURNABLE DOCUMENTS****T2.2 Returnable Schedules****T2.2.1 Record of Addenda to Tender Documents**

Any Addenda received by the tenderer should be indicated in this schedule (and attached to this page).

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

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

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

### T2.2.2 Compulsory Enterprise Questionnaire

The validity of the information supplied in this document will be verified before the contract is awarded to the selected Contractor. The Contractor **must** supply the following information.

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....  
.....

**Section 3: CIDB registration number, if any:** .....

#### Section 4: Particulars of sole proprietors and partners in partnerships

| Name* | Identity number* | Personal income tax number* |
|-------|------------------|-----------------------------|
|       |                  |                             |
|       |                  |                             |
|       |                  |                             |

\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

#### Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

#### Section 6: Turnover – Approximate turnover for each of the past three years

Year 2016 R. ....

Year 2017 R. ....

Year 2018 R. ....

Anticipated turnover for 2019 R. ....

#### Section 7: Management and manpower resources

Number of Supervisor. ....

Number of Labourers .....

Number of Operators .....

Other Personnel (Specify) .....

Total number permanent employees .....

Total number contract employees .....

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

---

### T2.2.3 AUTHORITY FOR SIGNATORY

All signatories, **excluding sole proprietors**, shall confirm their authority by **attaching to the separate bound document of returnable schedules** a duly signed and dated original or certified copy of the relevant resolution of their meeting of members or their board of directors, as the case may be, or by completing one of the following:

#### T2.2.3.1 Companies / Close Corporations

##### FORM TO BE COMPLETED:

"By resolution of the board of directors or meeting of members passed on . . . . .  
. . . . . ,

(Mr/Me.).. . . . has been duly authorised to sign all documents in connection

with the Bid for *Contract number*. . . . . and any Contract, which may arise there from

on behalf of the Bidding Entity, namely,. . . . .  
. . . . .

SIGNED ON BEHALF OF THE BIDDING ENTITY: NAME: . . . . .  
. . .

SIGNATURE: . . . . .  
. . . .

IN HIS/HERS CAPACITY AS: . . . . .  
. . . . .

DATE: . . . . .  
. . . . .

AUTHORISED PERSON'S SPECIMEN SIGNATURE: . . . . .

AUTHORISED PERSON'S SPECIMEN INITIAL: . . . . .

\*AND/OR . . . . . (SIGNATURE).. . . . (INITIAL)

\*AND/OR . . . . . (SIGNATURE).. . . . (INITIAL)

\*AND/OR . . . . .

\*AND/OR . . . . .

\* DELETE WHICH IS NOT APPLICABLE

AS WITNESS:1. . . . .

**T2.2.3.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES****FORM TO BE COMPLETED:**

This Returnable Schedule is to be completed by joint ventures.

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

| NAME OF FIRM                                          | ADDRESS | DULY AUTHORISED SIGNATORY                                    |
|-------------------------------------------------------|---------|--------------------------------------------------------------|
| Lead partner<br><br><br>CIDB registration no<br>..... |         | Signature. ....<br><br>Name<br>.....<br><br>Designation..... |
| <br><br><br>CIDB registration no<br>.....             |         | Signature. ....<br><br>Name<br>.....<br><br>Designation..... |
| <br><br><br>CIDB registration no<br>.....             |         | Signature. ....<br><br>Name<br>.....<br><br>Designation..... |
| <br><br><br>CIDB registration no<br>.....             |         | Signature. ....<br><br>Name<br>.....<br><br>Designation..... |

Signed .....

Date .....

Name .....

Position .....

As

Witness .....

---

**T2.2.3.3 JOINT VENTURE INFORMATION  
(COMPLETE ONLY IF APPLICABLE)**

The parties hereto form a Joint Venture for the purpose of jointly bidding and obtaining the award of contract for **“REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS”** (hereinafter called the “Project”) and of jointly performing such contract under joint and several responsibility.

The share of the partners in the Joint Venture shall be:

Full Name and address of Lead enterprise

..... %  
.....

Full Name and address of 2<sup>nd</sup> enterprise

..... %  
.....

Full Name and address of 3<sup>rd</sup> enterprise

..... %  
.....

The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.

The parties hereto shall make available to the Joint Venture the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture.

To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.

The Lead Partners shall supply, in its name, Professional Liability Insurance for the amount and period as stated in the Contract Data.

The Joint Venture may not be terminated by any of the parties hereto until either:

The contract has been awarded to another bidder

or

The work undertaken by the Joint Venture under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture have been settled, the bid is cancelled or the period of validity of bid extended.

No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture without obtaining the prior written consent of the other party hereto.

The Parties of the Joint Venture shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the MCLM or any other party for the Project, either alone or in collaboration with a third party.

**Authorised Signature Lead Partner.....**

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 2<sup>nd</sup> Partner.....**

Name .....

Designation .....

Signed at..... on .....

**Authorised Signature of 3<sup>rd</sup> Partner.....**

Name .....

Designation .....

Signed at..... on .....

**(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)**



#### T2.2.4 MCLM Corporate Social Responsibility

##### **Mogale City Corporate Social Responsibility**

In terms of Mogale City Corporate Responsibility, non Mogale City based Services Providers will contribute 2% of the Contract value to Mogale City.

**Please attach the Certificate of Confirmation (CM29) as issued by the Registrar of Companies & Close Corporations, for this Tenderer to the separate document of returnable schedules.**

Please provide your registered address: .....

.....

.....

.....

Please indicate if you are a Mogale based:

|     |    |
|-----|----|
| YES | NO |
|-----|----|

If not Mogale City based, a person duly authorized by the tenderer must complete and sign the declaration herewith in detail.

##### **Declaration by Tenderer**

I, the undersigned hereby declare and confirm that we accept the contribution towards the Mogale City Corporate Social Responsibility, by the deduction of two percent (2%) on all payment made.

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**T2.2.5 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 his tender and reference such letter in this schedule.

Any and each qualification, which entails an omission from, or alternative to the works shall have the value of such omission or alternative clearly priced. The Engineer may, at his discretion, direct that the works shall be performed as specified, in which case the contract amount shall be adjusted according to the value declared in the associated qualification.

The Tenderer's attention is drawn to clause F.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 |
|------|----------------|----------|
|      |                |          |

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

## T2.2.6



## MBD 4

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

3.1 Full Name of bidder or his or her representative:.....

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....

.....

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

(a) a member of –

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

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

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

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

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.

---

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Consultant     |  | Contractor     |  |

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....

.....

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

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.**

| Full Name | Identity Number | State Employee Number |
|-----------|-----------------|-----------------------|
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |
|           |                 |                       |

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |



MBD 6.1

## MOGALE CITY LOCAL MUNICIPALITY

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

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

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

- 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50 MILLION (all applicable taxes included); and
- 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS WITH RAND VALUE ABOVE R50 MILLION (all applicable taxes included).

1.2 The value of this bid is estimated not to **exceed** R50Million (all applicable taxes included) and therefore the **.....80/20...** preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

1.4 (a) PRICE

(b) B-BBEE Status Level of Contribution.

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

|                                     | POINTS |
|-------------------------------------|--------|
| PRICE                               | 80     |
| B-BBEE STATUS LEVEL OF CONTRIBUTION | 20     |
|                                     |        |

1.6 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

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

80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50MILLION

- 5) (a)(i) The following formula must be used to calculate the points for price in respect of tenders( including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R50 MILLION (inclusive of all applicable taxes included):

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

**80/20**

**or**

**90/10**

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

## 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**T2.2 Returnable Schedules**

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

**(Tick applicable box)**

|     |  |    |  |
|-----|--|----|--|
| YES |  | NO |  |
|-----|--|----|--|

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

| Designated Group: An EME or QSE which is at least 51% owned by:   | EME<br>√ | QSE<br>√ |
|-------------------------------------------------------------------|----------|----------|
| Black people                                                      |          |          |
| Black people who are youth                                        |          |          |
| Black people who are women                                        |          |          |
| Black people with disabilities                                    |          |          |
| Black people living in rural or underdeveloped areas or townships |          |          |
| Cooperative owned by black people                                 |          |          |

**SUBCONTRACTING AS CONDITION OF TENDER**

**9(1)** If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

(2) If an organ of state applies subcontracting as contemplated in sub regulation

(1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-

(a) an EME or QSE;

(b) an EME or QSE which is at least 51% owned by black people;

(c) an EME or QSE which is at least 51% owned by black people who are youth;

(d) an EME or QSE which is at least 51% owned by black people who are women;

(e) an EME or QSE which is at least 51% owned by black people with disabilities;

(f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;

(g) a cooperative which is at least 51% owned by black people;

(h) an EME or QSE which is at least 51% owned by black people who are military veterans; or

(i) more than one of the categories referred to in paragraphs (a) to (h).

(3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in sub regulation (2) from which the tenderer must select a supplier.

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

## T2.2 Returnable Schedules

[TICK APPLICABLE BOX]

## 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

## 9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

## 9.7 MUNICIPAL INFORMATION

Municipality where business is situated: .....

Registered Account Number: .....

Stand Number:.....

9.8 Total number of years the company/firm has been in business:.....

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

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

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

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

#### 10. **Previous experience**

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work).

| Description | Value (R, VAT excluded) | Year(s) executed | Reference |              |        |
|-------------|-------------------------|------------------|-----------|--------------|--------|
|             |                         |                  | Name      | Organization | Tel no |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |
|             |                         |                  |           |              |        |

#### 10.1 **Staffing Profile**

Provide information on key staff you intend utilizing on this contract, should it be awarded to you.

| Name | Position in your organization | Qualifications | Experience |
|------|-------------------------------|----------------|------------|
|      |                               |                |            |
|      |                               |                |            |
|      |                               |                |            |
|      |                               |                |            |
|      |                               |                |            |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**T2.2 Returnable Schedules**

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|  |  |  |  |

**10.2     Infrastructure and resources available to execute this contract****10.2.1 Physical facilities**

| Description | Address | Area (m <sup>2</sup> ) |
|-------------|---------|------------------------|
|             |         |                        |
|             |         |                        |
|             |         |                        |
|             |         |                        |
|             |         |                        |
|             |         |                        |

**10.3     Plant and equipment**

| Description : Plant and equipment owned (or to be rented) | Number of units |
|-----------------------------------------------------------|-----------------|
|                                                           |                 |
|                                                           |                 |
|                                                           |                 |
|                                                           |                 |
|                                                           |                 |
|                                                           |                 |
|                                                           |                 |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**10.4 List of shareholders by Name, Position, Identity number, Citizenship, HDI status and ownership as relevant.**

| Name | Date/Position<br>Occupied in<br>Enterprise | ID Number (please<br>attach certified<br>copies of ID's | Date RSA<br>Citizenship<br>obtained | HDI | Women | Disabled | Youth<br>(person not<br>older than 35<br>years of age) | % of<br>business/<br>enterprise<br>owned |
|------|--------------------------------------------|---------------------------------------------------------|-------------------------------------|-----|-------|----------|--------------------------------------------------------|------------------------------------------|
|      |                                            |                                                         |                                     |     |       |          |                                                        |                                          |
|      |                                            |                                                         |                                     |     |       |          |                                                        |                                          |
|      |                                            |                                                         |                                     |     |       |          |                                                        |                                          |
|      |                                            |                                                         |                                     |     |       |          |                                                        |                                          |
|      |                                            |                                                         |                                     |     |       |          | <b>Total</b>                                           | <b>100%</b>                              |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**8.5 List of shareholders by Name, percentage (%) of business/enterprise owned, residential address.**

| Full Name | Identity (ID) Number<br>(please attached certified copies of ID's) | % of business/<br>enterprise owned | Residential address |
|-----------|--------------------------------------------------------------------|------------------------------------|---------------------|
|           |                                                                    |                                    |                     |
|           |                                                                    |                                    |                     |
|           |                                                                    |                                    |                     |
|           |                                                                    |                                    |                     |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**9. AUTHORITY FOR SIGNATORY**

Please note that the sole proprietors or “one person business” are not required to submit an official and duly signed authority of signatory.

Signatories for close corporations and companies shall confirm their authority by signing on behalf of the company/firm **by attaching to this page** a duly signed and dated copy of the relevant resolution of their members or their board of directors, as the case may be.

An example for a company is shown below:

Printed on company letterhead:

“ By resolution of the board of directors passed on \_\_\_\_\_ 20 \_\_\_\_\_

Mr \_\_\_\_\_

has been duly authorized to sign all documents in connection with the bid for

Tender \_\_\_\_\_ No \_\_\_\_\_

and any Contract, which may arise there from on behalf of

SIGNED ON BEHALF OF THE COMPANY \_\_\_\_\_

IN HIS CAPACITY AS \_\_\_\_\_ CAPACITY AS \_\_\_\_\_

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

SIGNATURE OF SIGNATORY: \_\_\_\_\_

AS WITNESSES: 1 \_\_\_\_\_

2 \_\_\_\_\_

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

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

## WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

### T2.2.9 DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES MBD 8

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) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

| Item  | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Yes                             | No                             |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.1   | Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?<br><br><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>                                                                                                                       | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.1.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 |                                |
| 4.2   | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?<br><br><b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</b> | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.2.1 | If so, furnish particulars:                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                 |                                |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

## T2.2 Returnable Schedules

|             |                                                                                                                                                                                                                                        |                                 |                                |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.3         | <b>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?</b>                                          | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| <b>Item</b> | <b>Question</b>                                                                                                                                                                                                                        | <b>Yes</b>                      | <b>No</b>                      |
| 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<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| 4.5         | <b>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?</b>                  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |

**Certification:**

I, the undersigned (full name) ..... certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

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

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

Tenderer .....

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

T2.2.10



MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

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

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

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**T2.2.11 Capacity to Execute Work**

The Tenderer shall state below what Constructional Plant will be available for the work should he be awarded the Contract.

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

| DESCRIPTION, SIZE, CAPACITY | NUMBER |
|-----------------------------|--------|
|                             |        |
|                             |        |
|                             |        |
|                             |        |
|                             |        |
|                             |        |
|                             |        |

Attach additional pages if more space is required.

b) Details of major equipment that will be hired, or acquired for this contract if my/our tender is acceptable. **Letter of intent/agreement from hiring company must be attached in the separately bound document with all the returnable schedules.**

| DESCRIPTION, SIZE, CAPACITY | NUMBER |
|-----------------------------|--------|
|                             |        |
|                             |        |
|                             |        |
|                             |        |
|                             |        |
|                             |        |
|                             |        |

Attach additional pages if more space is required.

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**T2.2.12 Key Personnel/Project Team**

The Tenderer shall list below the key personnel, whom he proposes to employ on the project should his Bid be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

A CV for each of the key personnel indicated and a certified copy of their qualification certificates must be **attached in the separately bound document with all the returnable schedules**.

| Designation                     | Name of Nominee | Nationalit | Summary of     |                                   | HDI Status<br>Yes/No | NQF Certified<br>Yes/No |
|---------------------------------|-----------------|------------|----------------|-----------------------------------|----------------------|-------------------------|
|                                 |                 |            | Qualifications | Experience and Present Occupation |                      |                         |
| Supervisor                      |                 |            |                |                                   |                      |                         |
| Painter/Water proofer           |                 |            |                |                                   |                      |                         |
| Assistant Painter/Water proofer |                 |            |                |                                   |                      |                         |
| Other (Indicate)                |                 |            |                |                                   |                      |                         |

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

## CV Template

Provide separate CV's for each personnel listed in schedule: T2.2.12 Key Personnel/Project Team.  
The

The CV's must be **attached in the separately bound document with all the returnable schedules.**

## Supervisor

|                                                         |  |                         |  |
|---------------------------------------------------------|--|-------------------------|--|
| <b>Name:</b>                                            |  | <b>Date of Birth:</b>   |  |
| <b>Profession:</b>                                      |  | <b>Nationality:</b>     |  |
| <b>Qualifications:</b>                                  |  |                         |  |
| <b>Professional Registration Number:</b>                |  |                         |  |
| <b>Name of Employer (firm):</b>                         |  |                         |  |
| <b>Current Position:</b>                                |  | <b>Years with Firm:</b> |  |
| <b>Employment Record:</b>                               |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
| <b>Experience Record Pertinent to Required Service:</b> |  |                         |  |
| Related Project:                                        |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
| Related Project:                                        |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
| Related Project:                                        |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
Signature of person named in the schedule

.....  
Date

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |





## Assistant Artisan Builder

|                                                         |  |                         |  |
|---------------------------------------------------------|--|-------------------------|--|
| <b>Name:</b>                                            |  | <b>Date of Birth:</b>   |  |
| <b>Profession:</b>                                      |  | <b>Nationality:</b>     |  |
| <b>Qualifications:</b>                                  |  |                         |  |
| <b>Professional Registration Number:</b>                |  |                         |  |
| <b>Name of Employer (firm):</b>                         |  |                         |  |
| <b>Current Position:</b>                                |  | <b>Years with Firm:</b> |  |
| <b>Employment Record:</b>                               |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
| <b>Experience Record Pertinent to Required Service:</b> |  |                         |  |
| Related Project:                                        |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
| Related Project:                                        |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
| Related Project:                                        |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |
|                                                         |  |                         |  |

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
Date

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**T2.2.13 Previous Experience**

Provide the following information on **relevant previous experience**. Indicate comparable projects of the construction in Civil works in the past 2 years. This information is material to the award of the Contract.

**No points will be awarded if reference cannot be reached or if it refuses to supply information. Give at least two (2) names and telephone numbers and e-mail address per reference.**

Completion certificates or a verification letter of successful completion by the client must be **attached in the separately bound document with all the returnable schedules**.

**THE FOLLOWING TABLE MUST BE COMPLETED**

| EMPLOYER<br>(Name and tel no and email) | CONSULTING ENGINEER<br>(name, tel no and email) | NATURE OF WORK CARRIED OUT PREVIOUSLY | VALUE OF WORK | YEAR OF COMPLETION | COMPLETION CERTIFICATE |
|-----------------------------------------|-------------------------------------------------|---------------------------------------|---------------|--------------------|------------------------|
| <b>PROJECT 1:</b>                       |                                                 |                                       |               |                    |                        |
| <b>Name 1:</b>                          | <b>Name 1:</b>                                  | Related Works:                        |               |                    |                        |
| <b>Tel:</b>                             | <b>Tel:</b>                                     | Description:                          |               |                    |                        |
| <b>Email:</b>                           | <b>Email:</b>                                   |                                       |               |                    |                        |
| <b>Name 2:</b>                          | <b>Name 2:</b>                                  |                                       |               |                    |                        |
| <b>Tel:</b>                             | <b>Tel:</b>                                     |                                       |               |                    |                        |
| <b>Email:</b>                           | <b>Email:</b>                                   |                                       |               |                    |                        |

|                   |                |               |  |  |  |
|-------------------|----------------|---------------|--|--|--|
| <b>PROJECT 2:</b> |                |               |  |  |  |
| <b>Name 1:</b>    | <b>Name 1:</b> | Related Works |  |  |  |
| <b>Tel:</b>       | <b>Tel:</b>    | Description:  |  |  |  |
| <b>Email:</b>     | <b>Email:</b>  |               |  |  |  |
| <b>Name 2:</b>    | <b>Name 2:</b> |               |  |  |  |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

|               |               |  |  |  |  |
|---------------|---------------|--|--|--|--|
| <b>Tel:</b>   | <b>Tel:</b>   |  |  |  |  |
| <b>Email:</b> | <b>Email:</b> |  |  |  |  |

|                  |                |                |  |  |  |
|------------------|----------------|----------------|--|--|--|
| <b>PROJECT 3</b> |                |                |  |  |  |
| <b>Name 1:</b>   | <b>Name 1:</b> | Related Works: |  |  |  |
| <b>Tel:</b>      | <b>Tel:</b>    | Description:   |  |  |  |
| <b>Email:</b>    | <b>Email:</b>  |                |  |  |  |
| <b>Name 2:</b>   | <b>Name 2:</b> |                |  |  |  |
| <b>Tel:</b>      | <b>Tel:</b>    |                |  |  |  |
| <b>Email:</b>    | <b>Email:</b>  |                |  |  |  |

|                  |                |                |  |  |  |
|------------------|----------------|----------------|--|--|--|
| <b>PROJECT 4</b> |                |                |  |  |  |
| <b>Name 1:</b>   | <b>Name 1:</b> | Related Works: |  |  |  |
| <b>Tel:</b>      | <b>Tel:</b>    | Description    |  |  |  |
| <b>Email:</b>    | <b>Email:</b>  |                |  |  |  |
| <b>Name 2:</b>   | <b>Name 2:</b> |                |  |  |  |
| <b>Tel:</b>      | <b>Tel:</b>    |                |  |  |  |
| <b>Email:</b>    | <b>Email:</b>  |                |  |  |  |

|                  |                |                |  |  |  |
|------------------|----------------|----------------|--|--|--|
| <b>PROJECT 5</b> | <b>Name 1:</b> | Related Works: |  |  |  |
| <b>Name 1:</b>   | <b>Tel:</b>    | Description:   |  |  |  |
| <b>Tel:</b>      | <b>Email:</b>  |                |  |  |  |
| <b>Email:</b>    | <b>Name 2:</b> |                |  |  |  |
| <b>Name 2:</b>   | <b>Tel:</b>    |                |  |  |  |
| <b>Tel:</b>      | <b>Email:</b>  |                |  |  |  |
| <b>Email:</b>    |                |                |  |  |  |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**T2.2.15 SUBCONTRACTING AS CONDITION OF TENDER**

(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

(2) If an organ of state applies subcontracting as contemplated in sub regulation

(1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-

- (a) an EME or QSE;
- (b) (b) an EME or QSE which is at least 51% owned by black people;
- (c) (c) an EME or QSE which is at least 51% owned by black people who are youth;
- (d) (d) an EME or QSE which is at least 51% owned by black people who are women;
- (e) (e) an EME or QSE which is at least 51% owned by black people with disabilities;
- (f) (f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- (g) (g) a cooperative which is at least 51% owned by black people;
- (h) (h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
- (i) (i) more than one of the categories referred to in paragraphs (a) to (h).

(3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in sub regulation (2) from which the tenderer must select a supplier.

**Schedule of Proposed Sub-Contractors**

Provide details on all sub-contractors you intend utilising for this contract:

| Type of Work to be used for | % of contract | Name of Sub-Contractor | Previous Experience with Sub-Contractor | CIDB Grading |
|-----------------------------|---------------|------------------------|-----------------------------------------|--------------|
|                             |               |                        |                                         |              |
|                             |               |                        |                                         |              |
|                             |               |                        |                                         |              |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

T2.2 Returnable Schedules

|                                    |  |                                     |  |  |
|------------------------------------|--|-------------------------------------|--|--|
|                                    |  |                                     |  |  |
|                                    |  |                                     |  |  |
|                                    |  |                                     |  |  |
| Total % of contract sub-contracted |  | Total contribution of HDI ownership |  |  |

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**SUBCONTRACTING AFTER AWARD OF TENDER**

12. (1) A person awarded a contract may only enter into a subcontracting arrangement with the approval of the organ of state.
- (2) A person awarded a contract in relation to a designated sector, may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- (3) A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the subcontract.

**T2.2.16 Rates for Special Materials**

Tenderer to Specify

| SPECIAL MATERIAL | UNIT* | RATE OR PRICE FOR THE BASE MONTH |
|------------------|-------|----------------------------------|
|                  |       |                                  |
|                  |       |                                  |
|                  |       |                                  |
|                  |       |                                  |
|                  |       |                                  |
|                  |       |                                  |
|                  |       |                                  |

\*Indicate whether the material will be delivered in bulk or in containers.

When called upon to do so, the tenderer shall substantiate the above rates or prices with acceptable documentary evidence.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

### T2.2.17 Certificate of Tenderers Attendance at the Clarification Meeting

This is to certify that I, **(name in print)**.....

Representative of (Tenderer).....

of (address).....

.....

.....

Telephone number .....

Fax number .....

visited and inspected the Site / Attended Clarification Meeting on (date) .....

in the company of (Engineer/Engineer's Representative) .....

SIGNATURE OF TENDERER'S REPRESENTATIVE: .....

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**ATTACH TAX CLEARENCE CERTIFICATE / TAX COMPLIANCE STATUS (TCS) DOCUMENT.**

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

## SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

|                       |  |
|-----------------------|--|
| Full name and surname |  |
| Identity number       |  |

Hereby declare under oath as follows:

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

|                     |  |
|---------------------|--|
| Enterprise Name     |  |
| Trading Name        |  |
| Registration number |  |
| Enterprise Address  |  |

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % black women owned;
- Based on the management accounts and other information available for the \_\_\_\_\_ Financial year, the income did not exceed R 10 000 000.00 (ten million rands);
- Please confirm in the table below the B-BBEE level of contributor, **by ticking the applicable box:**

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

4. The entity is an empowering supplier in terms of the dti Codes of Good Practice.
5. I know and understand the contents of the 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.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Commissioner of Oaths  
Signature and Stamp

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

## SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

|                       |  |
|-----------------------|--|
| Full name and surname |  |
| Identity number       |  |

Hereby declare under oath as follows:

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

|                     |  |
|---------------------|--|
| Enterprise Name     |  |
| Trading Name        |  |
| Registration number |  |
| Enterprise Address  |  |

3. I hereby declare under oath that:

- The enterprise is \_\_\_\_\_ % black owned;
- The enterprise is \_\_\_\_\_ % black woman owned;
- Based on the management accounts and other information available on the \_\_\_\_\_ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- The entity is an Empowering Supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) (**select one**) \_\_\_\_\_ of the dti Codes of Good Practice.
- Please confirm on the table below the B-BBEE level of contributor, **by ticking the applicable box**:

|                                                                                                                                                                                                                       |                                                                                                                                                                           |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 100% Black owned                                                                                                                                                                                                      | Level One (135% B-BBEE procurement recognition)                                                                                                                           |  |
| More than 51% black owned                                                                                                                                                                                             | Level Two (125% B-BBEE procurement recognition)                                                                                                                           |  |
| Less than 51% black owned                                                                                                                                                                                             | Level Four (100% B-BBEE procurement recognition)                                                                                                                          |  |
| (a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%, | (b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained |  |
| (c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or                                                                                                 | (d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity                          |  |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**T2.2 Returnable Schedules**

|                                                                                                          |  |  |  |
|----------------------------------------------------------------------------------------------------------|--|--|--|
| assembly, and/ or packaging                                                                              |  |  |  |
| (e) At least 85% of labour costs should be paid to South African employees by service industry entities. |  |  |  |

1. I know and understand the contents of the 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.
2. The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.

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

Date: \_\_\_\_\_

\_\_\_\_\_  
 Commissioner of Oaths  
 Signature and Stamp

**T2.2.20 B-BBEE Certification**

|                        |  |
|------------------------|--|
| Tenderers Company Name |  |
| B-BBEE Level           |  |
| Expiry Date            |  |

A copy of the B-BBEE Certificate must be attached in the **separately bound document with all the returnable schedules.**

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Tenderer \_\_\_\_\_

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**T2.2.21 Certificate of Contractors Registration Issued by the Construction Industry Development Board**

The Tenderer shall attach **in the separately bound document with all the returnable schedules**, the Contract's Certificate of Registration with CIDB. Failure to submit the certificate with the tender document will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender.

Tenderers who have made application to CIDB for registration and are capable of being so registered prior to the evaluation of submission must attach a notification from CIDB that their application is being considered.

|                          |  |
|--------------------------|--|
| Tenderers Company Name   |  |
| CIDB Registration Number |  |
| Contractors Grading      |  |

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

T2.2.22 MUNICIPAL ACCOUNTS

- THE BIDDING ENTITY AS WELL AS ALL ITS DIRECTORS MUST SUBMIT MUNICIPAL ACCOUNT WHICH IS NOT MORE THAN THREE (3) MONTHS IN ARREARS OR VALID LEASE AGREEMENT WHICH IS IN THE NAME OF THE BUSINESS AND OR THE DIRECTORS, WHICH MUST STIPULATE THE RESPONSIBILITY OF PAYMENT OF MUNICIPAL SERVICES.
- IF THE RESPONSIBILITY OF PAYMENT OF MUNICIPAL SERVICES IS THAT OF THE TENANT/LESSEE, PLEASE PROVIDE PROOF OF PAYMENT OF THOSE SERVICES.
- IF THE BUSINESS OPERATES FROM THE DIFFERENT ADDRESS AS PER CIPC DOCUMENT, AFFIDAVIT MUST BE PROVIDED

The tenderer must attach **in the separately bound document with all the returnable schedules**, a copy of the latest Municipal Account in the name of the business. The municipal account must not be more than 3 months old

|                                     |  |
|-------------------------------------|--|
| Tenderers Company Name              |  |
| Municipal Account Holder            |  |
| Account Holders Position in Company |  |
| Municipal Account Number            |  |
| Stand number                        |  |

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**DECLARATION OF BIDDER/S MUNICIPAL ACCOUNT(S)**

**NAME OF BIDDING ENTITY.....**

Declaration in terms of paragraph 38(1)(d)(i) of the Supply Chain Management Policy of the MCLM irrespective of the contract value of the bid:

**NB: Please not that this declaration must be completed by all bidders**

- (i) I, the undersigned hereby declare that the signatory to this tender document; is duly authorised and further declare:
- (ii) That the bidding entity as well as all its directors /shareholders must submit Municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, which must stipulate who is responsible for payment of municipal services.
- (iii) That the copy of the lease agreement/municipal account in the name of the bidding entity and Lessee will only be accepted if water and lights are part of lease payment.
- (iv) I acknowledge that should it be found that any Municipal Rates and Taxes or Municipal charges as set out in (ii) above are in arrears for more than three (3) months, the bid will be rejected and MCLM may take such remedial action as is required, including the rejection of the bid and/or termination of the contract. (Unless if the bidder has attached proof of the payment arrangement of the arrears to the bid document as at the closing date of the submission of bids)
- (v) The following account/s of the bidding entity has reference:

| Municipality | Account number |
|--------------|----------------|
| .....        |                |
| .....        |                |
| .....        |                |
| .....        |                |

**(NB: if insufficient space above, please submit on a separate page)**

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

- (vi) If the Bidding Entity operates from home/ family place and is not responsible for Municipal account, the bidder must sign **Declaration of Municipal Account**.

|                                                                                                                                                                                                                                                            | Yes | No |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| Bidding entity who operates from informal settlement                                                                                                                                                                                                       |     |    |
| NB: if yes, the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services;<br><br>• The bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate. |     |    |
| Bidding entity who operates from a property owned by a director / member / partner                                                                                                                                                                         |     |    |
| Bidding entity who operates from somebody else's property (non-Rental paying)<br>N.B: If yes, attach confirmation affidavit of the property owner confirming who is responsible for payment of water and lights.                                           |     |    |
| Bidding entity who rent premises from a landlord<br>N.B: Attach lease agreement which stipulate who is responsible for payment of Municipal services.                                                                                                      |     |    |
| Other (Please specify)                                                                                                                                                                                                                                     |     |    |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

If the Bidding Entity operates from home/ family place and is not responsible for municipal account, the bidder must submit Sworn Affidavit. **(Applicable to Joint Venture / Consortium only)**

|                                                                                                                                                                                                                  | Yes | No |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| Bidding entity who operates from informal settlement                                                                                                                                                             |     |    |
| NB: if yes, the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services.                                                                                          |     |    |
| <ul style="list-style-type: none"> <li>the bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate.</li> </ul>                                      |     |    |
|                                                                                                                                                                                                                  |     |    |
| Bidding entity who operates from a property owned by a director / member / partner                                                                                                                               |     |    |
| 1.                                                                                                                                                                                                               |     |    |
| 2.                                                                                                                                                                                                               |     |    |
| Bidding entity who operates from somebody else's property (non-Rental paying)<br>N.B: If yes, attach confirmation affidavit of the property owner confirming who is responsible for payment of water and lights. |     |    |
| Bidding entity who rent premises from a landlord<br>N.B: Attach lease agreement which stipulate who is responsible for payment of Municipal services.                                                            |     |    |
| Other (Please specify)                                                                                                                                                                                           |     |    |

Signed at ..... this ..... day

..... 20..... Name of Duly Authorised Signatory

(Please print) .....

Authorised Signature: .....

As witness: 1 .....

2 .....

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION REPORT**

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

## T2.2 Returnable Schedules

**T2.2.23 Occupational Health and Safety Questionnaire**

|            |                                                                                                |            |           |
|------------|------------------------------------------------------------------------------------------------|------------|-----------|
| <b>1.</b>  | <b>SHE POLICY, ORGANIZATION AND MANAGEMENT INVOLVEMENT</b>                                     |            |           |
|            |                                                                                                | <b>YES</b> | <b>NO</b> |
| <b>1.1</b> | Do you have a SHE Policy?                                                                      |            |           |
|            | Is this signed by the senior executive?                                                        |            |           |
|            | Please supply copy of this policy.                                                             |            |           |
|            |                                                                                                |            |           |
| <b>1.2</b> | Does a SHE structure exist in your company?                                                    |            |           |
|            | Please provide details                                                                         |            |           |
|            |                                                                                                |            |           |
| <b>1.3</b> | Are senior and middle management actively involved in the promotions of SHE?                   |            |           |
|            | • Periodical work area inspection                                                              |            |           |
|            | • Regular Health and Safety meetings with personnel                                            |            |           |
|            |                                                                                                |            |           |
| <b>1.4</b> | Are the SHE responsibilities of managers clearly defined?                                      |            |           |
|            | Please provide details                                                                         |            |           |
| <b>1.5</b> | Are annual SHE objectives included in your business plan?                                      |            |           |
|            | Please provide example.                                                                        |            |           |
|            |                                                                                                |            |           |
| <b>1.6</b> | Is your company registered with the Compensation Commissioner? (COID Act)?                     |            |           |
|            | If so, please provide registration number                                                      |            |           |
|            |                                                                                                |            |           |
| <b>1.7</b> | Do you have a copy of good standing certificate, confirming that your registration is paid up? |            |           |
|            | If so, please provide copy thereof.                                                            |            |           |
|            |                                                                                                |            |           |
| <b>2.</b>  | <b>SHE TRAINING</b>                                                                            | <b>YES</b> | <b>NO</b> |
|            |                                                                                                |            |           |
| <b>2.1</b> | Is training provided to employees at the following Phases?                                     |            |           |
|            | • When joining the company                                                                     |            |           |
|            | • When changing jobs within the company                                                        |            |           |
|            | • When new plant or equipment needs to be operated                                             |            |           |
|            | As a result of experience of and feedback from an accident/incident reports                    |            |           |
|            | Are you able to provide proof of specialist training provided?                                 |            |           |
|            | Please state how this can be achieved.                                                         |            |           |
|            |                                                                                                |            |           |
| <b>2.2</b> | What formal SHE training is provided specifically to:                                          |            |           |
|            | • First line supervisors                                                                       |            |           |
|            | Middle and top management.                                                                     |            |           |
|            | Please describe.                                                                               |            |           |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

## T2.2 Returnable Schedules

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

|            |                                                                                                                      |                 |          |            |           |
|------------|----------------------------------------------------------------------------------------------------------------------|-----------------|----------|------------|-----------|
| <b>2.3</b> | Are all employees (including sub-contractors) instructed as to the application of rules and regulations?             |                 |          |            |           |
|            |                                                                                                                      |                 |          |            |           |
| <b>2.4</b> | Does this training include the selection, use and care of personal protective equipment?                             |                 |          |            |           |
|            |                                                                                                                      |                 |          |            |           |
| <b>2.5</b> | What refresher training is provided and at what intervals?                                                           |                 |          |            |           |
|            | Please list examples.                                                                                                |                 |          |            |           |
|            | Course Title                                                                                                         | Target audience | Interval |            |           |
|            |                                                                                                                      |                 |          |            |           |
| <b>2.6</b> | Has the person(s) allocated as your SHE advisor followed specific SHE training?                                      |                 |          |            |           |
|            | Please list most recent courses.                                                                                     |                 |          |            |           |
|            |                                                                                                                      |                 |          |            |           |
|            | Does this include refresher training?                                                                                |                 |          |            |           |
|            |                                                                                                                      |                 |          |            |           |
| <b>3.</b>  | <b>PURCHASE OF GOODS, MATERIALS AND SERVICES</b>                                                                     |                 |          | <b>YES</b> | <b>NO</b> |
|            |                                                                                                                      |                 |          |            |           |
| <b>3.1</b> | Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services? |                 |          |            |           |
|            | Please describe.                                                                                                     |                 |          |            |           |
|            |                                                                                                                      |                 |          |            |           |
| <b>3.2</b> | Do you have a system, which ensures that all statutory inspection of plant and equipment are carried out?            |                 |          |            |           |
|            | Please give examples of plant/equipment covered.                                                                     |                 |          |            |           |
|            |                                                                                                                      |                 |          |            |           |
| <b>3.3</b> | Is there record of inspection?                                                                                       |                 |          |            |           |
|            | Where is it kept?                                                                                                    |                 |          |            |           |
|            | Are you able to supply copies of these inspection records if required?                                               |                 |          |            |           |
|            |                                                                                                                      |                 |          |            |           |
| <b>3.4</b> | Is plant and equipment, which has been inspected, identified as being safe to use?                                   |                 |          |            |           |
|            |                                                                                                                      |                 |          |            |           |
| <b>3.5</b> | Do you evaluate the SHE competence of all sub-contractors?                                                           |                 |          |            |           |
|            | Please describe how this is achieved and how the results are monitored.                                              |                 |          |            |           |
|            |                                                                                                                      |                 |          |            |           |
| <b>4.</b>  | <b>SHE INSPECTIONS</b>                                                                                               |                 |          | <b>YES</b> | <b>NO</b> |
|            |                                                                                                                      |                 |          |            |           |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

## T2.2 Returnable Schedules

|     |                                                                                                                                                       |            |           |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| 4.1 | Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?                                |            |           |
| 4.2 | Are records of these inspections kept and available?                                                                                                  |            |           |
| 4.3 | During the inspections, are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to? |            |           |
| 4.4 | Are unsafe acts and conditions reported and remedial actions formally monitored?                                                                      |            |           |
|     | Please provide examples of the above.                                                                                                                 |            |           |
| 5.  | <b>RULES AND REGULATIONS</b>                                                                                                                          | <b>YES</b> | <b>NO</b> |
| 5.1 | Do health and safety rules and regulations exist for personnel and sub-contractors?                                                                   |            |           |
|     | Do these cover:                                                                                                                                       |            |           |
|     | • General rules                                                                                                                                       |            |           |
|     | • Project rules                                                                                                                                       |            |           |
|     | • Specific task rules                                                                                                                                 |            |           |
| 5.2 | Do these rules include permit to work system (as applicable)                                                                                          |            |           |
| 5.3 | <b>Do you have experience of project SHE plans?</b>                                                                                                   |            |           |
|     | Please give examples of where these have been used.                                                                                                   |            |           |
| 5.4 | Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?                                           |            |           |
| 6   | <b>RISK MANAGEMENT</b>                                                                                                                                | <b>YES</b> | <b>NO</b> |
| 6.1 | Have the following, involved in the execution of your work, been identified?                                                                          |            |           |
|     | • Hazards affecting health and safety?                                                                                                                |            |           |
|     | • The groups of people who might be affected?                                                                                                         |            |           |
|     | • End evaluation of the risk from each significant hazard?                                                                                            |            |           |
|     | • Whether the risks arising are adequately controlled?                                                                                                |            |           |
| 6.2 | Are these findings and assessments recorded?                                                                                                          |            |           |
| 6.3 | How often are they reviewed?                                                                                                                          |            |           |
|     | Please list the time frame, eg. Years                                                                                                                 |            |           |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

## T2.2 Returnable Schedules

|            |                                                                                             |             |            |           |
|------------|---------------------------------------------------------------------------------------------|-------------|------------|-----------|
| <b>6.4</b> | For what processes/risk is personal protective equipment issued?                            |             |            |           |
|            | Process/Risk                                                                                | Type of PPE |            |           |
| <b>6.5</b> | Do you have a copy of the issue lists for PPE available on request?                         |             |            |           |
| <b>7</b>   | <b>EMERGENCY ARRANGEMENTS</b>                                                               |             | <b>YES</b> | <b>NO</b> |
| <b>7.1</b> | How do you manage your arrangements for dealing with emergencies?                           |             |            |           |
|            | Are these communicated to your sub-contractors?                                             |             |            |           |
| <b>7.2</b> | What provision have you made for first aid?<br>E.g. Trained First Aiders                    |             |            |           |
| <b>7.3</b> | What training do you provide to employees in Safety/Fire Fighting?                          |             |            |           |
|            | Please list institutions used for this training.                                            |             |            |           |
| <b>8</b>   | <b>RECRUITMENT OF PERSONNEL</b>                                                             |             | <b>YES</b> | <b>NO</b> |
| <b>8.1</b> | Are health and safety factors considered when hiring personnel?                             |             |            |           |
| <b>8.2</b> | Are medical examinations carried prior to employment?                                       |             |            |           |
|            | In all cases.                                                                               |             |            |           |
|            | Where type of work requires medical examination.                                            |             |            |           |
| <b>8.3</b> | Do you cover exit medical examination?                                                      |             |            |           |
| <b>8.4</b> | How do you assess the competence of staff before an appointment is made?                    |             |            |           |
|            | Eg. Via trade testing, reference checks.                                                    |             |            |           |
| <b>9.</b>  | <b>REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS</b>         |             | <b>YES</b> | <b>NO</b> |
| <b>9.1</b> | Do you have a procedure for reporting, investigating and recording accidents and incidents? |             |            |           |
|            | Please supply a copy.                                                                       |             |            |           |
| <b>9.2</b> | Is there a standard report/investigation form used?                                         |             |            |           |
|            | Please supply copy.                                                                         |             |            |           |
| <b>9.3</b> | Do you have a formal system for reporting situations/close accidents etc.?                  |             |            |           |
|            | Please provide a copy                                                                       |             |            |           |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

## T2.2 Returnable Schedules

|            |                                                                 |  |  |
|------------|-----------------------------------------------------------------|--|--|
| <b>9.4</b> | Please provide the following statistics for the last five years |  |  |
|            |                                                                 |  |  |

|                                             | YEAR 1                                                                                                            | YEAR 2 | YEAR 3 | YEAR 4     | YEAR 5    |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------------------|--------|--------|------------|-----------|
| Lost time accidents per 100 employees       |                                                                                                                   |        |        |            |           |
| Major/Reportable injuries per 100 employees |                                                                                                                   |        |        |            |           |
| Number of dangerous occurrences             |                                                                                                                   |        |        |            |           |
| Lost man day due to accidents               |                                                                                                                   |        |        |            |           |
|                                             |                                                                                                                   |        |        |            |           |
| <b>10.</b>                                  | <b>HEALTH AND SAFETY COMMUNICATION AND CONSULTATION</b>                                                           |        |        | <b>YES</b> | <b>NO</b> |
|                                             |                                                                                                                   |        |        |            |           |
| <b>10.1</b>                                 | Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives? |        |        |            |           |
|                                             |                                                                                                                   |        |        |            |           |
| <b>10.2</b>                                 | Are the results of these meetings communicated to all employees?                                                  |        |        |            |           |
|                                             | If yes, please describe method.                                                                                   |        |        |            |           |
|                                             |                                                                                                                   |        |        |            |           |
| <b>10.3</b>                                 | Are Health and Safety meetings held?                                                                              |        |        |            |           |
|                                             | At what frequency?                                                                                                |        |        |            |           |
|                                             | Chaired by whom?                                                                                                  |        |        |            |           |
|                                             |                                                                                                                   |        |        |            |           |
| <b>10.4</b>                                 | Do you carry out SHE promotions/campaigns?                                                                        |        |        |            |           |
|                                             | If yes, please provide examples.                                                                                  |        |        |            |           |

The following documentation should also be provided with the tender:

1. Management Structure including organogram.
2. Human Resource Plan.
3. Letter of Good Standing from the Compensation Commissioner or licensed compensation insurer.
4. COID Insurance

**Declaration**

I/we ..... Declare that the above information provided is correct.

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

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

Tenderer .....

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C1: AGREEMENTS AND CONTRACT DATA

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**PART C1: AGREEMENTS AND CONTRACT DATA****C1.1 Form of Offer and Acceptance****C1.1.1 Form of Offer****(Note: The Appendix, Annexures & Reports Form Part of the Tender)****THIS FORM MUST BE FILLED IN BY THE TENDERER AND MUST BE SIGNED AT TIME OF SUBMISSION OF THE TENDER**

The Employer identified in the Acceptance signature block has solicited offers to enter into a contract for:

Tender No : **PWRT (B&F) 13/2023**

Description of Works : **REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS**

The Tenderer, identified in the Offer signature block, has examined the General and the Special Conditions of Contract, Specifications, Drawings, and Schedule of Quantities for the works: **REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS**. I/We offer to construct, complete and remedy any defects in the said Works in conformity with the General and the Special Conditions of Contract, Specifications, Drawings and Schedule of Quantities, save as amended by Alterations by Tenderer (if any) attached hereto, for the sum of:

| Description                                                                                                                                                              | Tendered Amount<br>(Rates) | VAT @ 15% | Amount (Incl. VAT) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------|--------------------|
| <b>REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS</b> |                            |           |                    |

In words R.....

or such other sum as may be ascertained in accordance with the terms of the contract.

Our proposed construction period as from site handover:

| Description                                                                                                                                                              | Construction Period<br>(36 months) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS</b> |                                    |

My/Our offer/s remains binding upon me and open for acceptance by the purchaser/client during the validity period (120 days) indicated and calculated from the closing time of tender.

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|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**C1.1.1 Form of Offer (Continued)**

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - i) Tender documents, viz
    - Invitation to tender
    - Tender Data
    - Returnable Schedules (Schedule D)
    - Technical Data Sheets
    - Preference claims in terms of the Preferential Procurement Regulations 2001
    - Declaration of interest
    - Contract Data
    - Special Conditions of Contract;
    - Pricing schedule(s)
    - Scope of Works
    - Site Information
  - ii) General Conditions of Contract; (GCC 2015) and
  - iii) Drawings
  - iv) Annexures
  - v) Addendums
  - vi) Other .....
2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative (s) of both parties.
3. I/We confirm that we have satisfied ourselves as to the correctness and validity of my tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I/We accept that any mistakes regarding price(s) and rate(s) and calculations will be at my/our own risk.
 

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/We/we agree to their being corrected by you or by the Engineer acting on your behalf, the rates being taken as correct and the tender amount be adjusted accordingly.
4. I/We confirm that Escalation will be applicable on Special Materials on this contract and will be calculated as per Contract Data & General Conditions of Contract 2015 (GCC 2015)
5. I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract. I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix adjusted in terms of the Contract.
6. The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**C1.1 Form of Offer and Acceptance**

the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

The Construction /Performance Guarantee that I/We propose is: .....

From (Insurer Name)\*1 .....

\*1 – Letter of Intent to be provided

7. Unless and until a formal agreement is prepared and executed, this Tender, together with the written acceptance thereof by yourselves or the Engineer acting on your behalf, shall constitute a binding Contract between us.
8. I/We\* understand that you are not bound to accept the lowest or any tender you may receive.
9. I/We\* confirms that he/she is aware of the suspense condition that the tender amount as mentioned in the tender document is subject to availability of funds to cover the total envisaged expenditure for the tender in question and
10. I/We\* further confirms that Mogale City Local Municipality has the right to cancel the tender prior to award if the funds necessary to cover the total envisaged expenditure of the tender are not available for the current financial year; Mogale City Municipality has the right to reduce the Scope of Work after award and prior to commencement to comply with the available budget
11. I/We declare that I/We have no participation in any collusive practices with any tenderer or any other person regarding this or any other tender.
12. I/We, declare that we fully and unconditionally accept the full authority of the engineer as the representative of the client on site and understand that any communications to the Municipality can only be done through the engineer, unless, otherwise instructed / authorized by the engineer. Any disputes between myself, the contractor, and the engineer will be dealt with by the project manager of the municipality working on the particular project.
13. I/We confirm that I/We am duly authorized to sign this contract.

Name (Print) .....

Capacity .....

Signature .....

Name of Company .....

Date .....

| WITNESSES   |       |
|-------------|-------|
| 1.          | ..... |
| 2.          | ..... |
| Date: ..... |       |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**C1.1.2 Annex 1**

|                                                   | <b>Clause in GCC 2015</b> |                                                                                                                                                      |
|---------------------------------------------------|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| Special Conditions                                | 1.1                       | See Special Conditions of Contract of this document                                                                                                  |
| Address of Employer                               | 1.1.1.15                  | Mogale City Local Municipality,<br>Department of Public Works, Roads and Transport<br>P O Box 94<br>KRUGERSDORP<br>1740                              |
| Address of Engineer/Appointed Consultant          | 1.11.16                   | <b>N/A</b>                                                                                                                                           |
| Address of Contractor                             | 1.1.19                    | *<br>.....<br>.....<br>.....<br>.....                                                                                                                |
| Amount of Suretyship/ Construction Guarantee      | 8.6                       |                                                                                                                                                      |
| Time within Construction Guarantee to be provided | 5.3.2                     |                                                                                                                                                      |
| Duration of Guarantee                             | 8.2.1                     |                                                                                                                                                      |
| Time within which Works to be Commenced           | 5.3                       |                                                                                                                                                      |
| Programme to be furnished within                  | 5.6                       |                                                                                                                                                      |
| Special Risks Insurance& SASRIA                   | 8.6.1.2                   |                                                                                                                                                      |
| Amount of Special Risks Insurance                 | 8.6.1.2                   |                                                                                                                                                      |
| Minimum Amount of Liability Insurance             | 8.6.1.3                   | * ..... per cent on the gross remuneration of the workmen and foreman actually engaged.<br>* ..... per cent on nett cost of materials actually used. |
| Daywork allowances                                | 6.5.1.2.3                 |                                                                                                                                                      |
| Special non-working days                          | 5.8.1                     | The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day                            |
| Estimated Construction Period                     | 5.1                       |                                                                                                                                                      |
| Amount of penalty                                 | 5.13                      | R 1 500-00 per calendar day to a max of 10% of the certified value of work.                                                                          |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

## C1.1 Form of Offer and Acceptance

|                                                                                           |                           |                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Percentage advance on material not yet built into the Permanent Works                     | 6.10.1.5                  | 80 percent                                                                                                                                                                                                                                                                                                                                |
| Percentage retention                                                                      | 6.10.3                    | 0% percent                                                                                                                                                                                                                                                                                                                                |
| Limit of retention money                                                                  | 6.10.3                    | 0% percent of tender amount (excl VAT & contingencies & escalation if applicable) to be deducted from each payment certificate                                                                                                                                                                                                            |
| Retention Money Guarantee                                                                 | 8.6.1.5                   | Not permitted                                                                                                                                                                                                                                                                                                                             |
|                                                                                           | <b>Clause in GCC 2015</b> |                                                                                                                                                                                                                                                                                                                                           |
| Delivery of Contractor's final Statement                                                  | 6.10.8                    |                                                                                                                                                                                                                                                                                                                                           |
| Defects Liability Period                                                                  | 7.8                       | 12 (twelve) months                                                                                                                                                                                                                                                                                                                        |
| Settlement of disputes to be by reference                                                 | 10.7                      | Arbitration - Refer to clause Special Conditions of Contract                                                                                                                                                                                                                                                                              |
| Contract Price Adjustment Schedule (only applicable to contracts of 12 months and longer) | 6.8.2                     | Contract Price Adjustment Schedule (SAFCEC)<br>MCLMfficients for calculating Contract Price Adjustment Factor: (Refer to Contract Data)<br><br>x = 0,10<br>(General Engineering Works Routine)<br>aLt (Labour)= 0,35    bPt (Plant) = 0,05<br>cMt (Material) = 0,55    dFt (Fuel) = 0,05<br><br>(Civil Engineering as per SEIFSA indices) |
| Price variation of Special Materials                                                      | 6.8.3                     | As per Schedule                                                                                                                                                                                                                                                                                                                           |

I/we declare that I/we completely waiver our right of Lien and that no property what so ever will be taken ownership off. The site and all applicable materials paid for in full, remain unconditionally the property of the municipality and I/we have at no Phase took ownership of such site and materials

*\*If the time of completion is not stated the Contractor should fill in.*

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**C1.1.3 Form of Acceptance****(To be completed by the Client – Mogale City Local Municipality on Tender Award)**

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

1. We in our capacities as:

Department

Name

Signature

Executive Manager:

Public Works, .....  
Roads and Transport

Accept your tender under reference number: **PWRT (B&F) 13/2023: REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS** indicated hereunder and/or further specified in the SCHEDULE(s).

2. An official order/ Letter of Appointment indicating delivery instructions are forthcoming.

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

| Description                                                                                                                                                                                  | Contract Value (Incl. VAT)<br>(Arithmetically Correct<br>Tender Amount) | Construction Period<br>36 Months |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|----------------------------------|
| <b>REPAIRS AND MAINTENANCE OF<br/>WATERPROOFING, DAMP<br/>PROOFING, ROOFING ELEMENTS<br/>AND GENERAL PAINTING ON AN AS<br/>AND WHEN REQUIRED BASIS FOR<br/>THE PERIOD OF THREE (3) YEARS</b> |                                                                         |                                  |

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

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

NAME (PRINT).....

SIGNATURE .....

|                |
|----------------|
| OFFICIAL STAMP |
|----------------|

|            |
|------------|
| WITNESSES  |
| 1. ....    |
| 2. ....    |
| DATE ..... |

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. 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 copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working 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.

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**C1.1.3 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 subjects 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 from 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 of addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.

1 Subject .....  
Details .....  
.....  
.....  
.....  
.....

2 Subject .....  
Details .....  
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.....  
.....

3 Subject .....  
Details .....  
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4 Subject .....  
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Details .....  
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| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

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 returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

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

**For the Tenderer:**  
**Signature(s)**

**Name(s)**

**Capacity**

**Name and  
Signature of  
Witness**

(name and address of organisation)

**Date:**

**For the Employer:**  
**Signature(s)**

**Name(s)**

**Capacity**

**Name and  
Signature of  
Witness**

(name and address of organisation)

**Date:**

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**PART C1: AGREEMENTS AND CONTRACT DATA****C1.2 Contract Data****C1.2.1 Part 1: Data Provided by the Employer**

The Conditions of Contract are the *General Conditions of Contract for Construction Works (2015)* published by the South African Institution of Civil Engineering. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-805 5947).

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

| REFERENCE TO:   | CLAUSE          | DATA                                                                                                                                                                                                                                                                                                                                           |
|-----------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor      | 1.1.1.9         | Name:                                                                                                                                                                                                                                                                                                                                          |
|                 |                 | Address:                                                                                                                                                                                                                                                                                                                                       |
|                 |                 |                                                                                                                                                                                                                                                                                                                                                |
|                 |                 |                                                                                                                                                                                                                                                                                                                                                |
|                 |                 | Contact:                                                                                                                                                                                                                                                                                                                                       |
|                 |                 |                                                                                                                                                                                                                                                                                                                                                |
| Contract Sum    | 1.1.1.10        | Contract Sum" means the Price tendered by the Contractor and accepted by Mogale City Local Municipality                                                                                                                                                                                                                                        |
| Employer        | 1.1.15          | The name of the Employer is <b>Mogale City Local Municipality</b>                                                                                                                                                                                                                                                                              |
|                 | 1.2.1           | <p>The address of the Employer is:</p> <p>Address (physical): <b>Corner Commissioner and Market Street<br/>Krugersdorp<br/>P.O. Box 94</b></p> <p>Address (postal): <b>Krugersdorp<br/>1740<br/>(011) 951 2014/2177/2432<br/>(011) 660 9672</b></p> <p>Telephone: <b>Sonti.rakhatoe@mogalecity.gov.za</b></p> <p>Facsimile:</p> <p>e-mail:</p> |
| Project Manager | 1.1.16<br>1.2.1 | The name of the Department is <b>Public Works, Roads and Transport.</b>                                                                                                                                                                                                                                                                        |

|                |  |                |  |
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| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

|  |  |                                     |                                                                                                                                                      |
|--|--|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
|  |  | Address<br>(physical):              | <b>President Building<br/>38 President Street<br/>Krugersdorp</b>                                                                                    |
|  |  | Address<br>(postal):                | <b>P.O. Box 94<br/>Krugersdorp<br/>1740<br/>(011) 951 2048 / 011 668 0716<br/>henk.spamer@mogalecity.gov.za<br/>koos.pretorius@mogalecity.gov.za</b> |
|  |  | Telephone:<br>Facsimile:<br>e-mail: |                                                                                                                                                      |

| REFERENCE TO:                    | CLAUSE | DATA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Functions of the Engineer        | 3.1    | <p>If the Engineers is not the <b>Mogale City Local Municipality</b>, he is in terms of his appointment by the Employer, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <ul style="list-style-type: none"> <li>i) The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.10, or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 10</li> <li>ii) The issuing of an order to vary the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of a variation order in terms of Clause 37 and the adjustment of the Preliminary and General allowances in terms of Clause 6.4</li> <li>iii) The approval of any claim by the Contractor.</li> </ul> |
| Contractor's General Obligations | 4      | <p>Add to the clause:</p> <p>"All costs in complying with the provisions of complying with Clauses 4.8; 4.9; 4.10 and 4.11 shall be allowed for in the rates tendered"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Workmen's Compensation           | 4.3    | The Contractor shall also provide proof, that he has paid all contributions required in terms of the provisions of the Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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| Subcontracting | 4.4 | <p>Add the following:</p> <p>The Employer may, in order to avoid seizure by the owner, material supplier, subcontractor, at the Employer's option, pay to such owner, material supplier, subcontractor, the amount of any overdue instalment, or any other sum payable under the agreement for purchase or services, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.</p> <p>The Retention money due to the Contractor will not be payable to the Contractor until all works are completed as per GCC 2015 and will only be paid to the Contractor once all cession, suppliers and subcontractors and any other payments due has been paid in full</p> |
| Patent Rights  | 4.6 | <p>The following Sub-clause is added to Clause 4.6:</p> <p>"The copyright in all documents, drawings and records related to the purpose and scope of the Works or related in any other manner to the Works, shall vest in the Employer and the Contractor shall not furnish any information in connection with the Works to anybody without the approval of the Employer."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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| REFERENCE TO:                | CLAUSE | DATA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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| Contractor's Superintendence | 4.12   | <p>Add the following new clause:<br/>The Contractor or his representative shall attend all site meetings with the Employer and / or Engineer on the dates as nominated by the Engineer. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the Engineer, the Sub-contractors of the Contractor may not attend these site meetings.</p> <p>Add the following additional Clause 22.2<br/>"The Tenderer is to fill in the names of the site agent and foreman in the space provided in Schedule E1."</p> |
| Commencement of the contract | 5.2    | <p>"Commencement Date" means the date of receipt by the Contractor of the following:</p> <ol style="list-style-type: none"> <li>1. Handover of Site</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

| REFERENCE TO:         | CLAUSE | DATA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Commencement of Works | 5.3    | <p>Within 14 days of Commencement Date<br/>On the commencement of Work (Site Handover) the Engineer shall deliver to the contractor 3 copies of the drawings. One copy of the signed contract document will be prepared after signing of the contract and delivered to the contractor to be kept on site at all times and be available to the Engineer or any person authorized by him.</p> <p>Additional copies of Drawings and Contract document will be for the cost of the Contractor.</p> <p>The Contractor shall, in accordance with the Engineer's instructions, maintain a register on the site of all Drawings and revisions thereof in the chronological order in which they are delivered to him.</p> <p>Add to the Clause<br/>Commencement of Work will only take place once the following documentation were submitted to the office of the Consulting Engineer:<br/>Letter of Acceptance<br/>Construction/Performance Guarantee<br/>Health &amp; Safety File<br/>Letter of Appointment of OHS Rep or Officer<br/>Letter of Good Standing Workman's Compensation<br/>Prove of submission of Registration of Project at Department of Labour</p> <p>If active construction has not started within 14 days of site handover the Client, Mogale City Local Municipality reserves the right in terms of Clause 9.2.1.3.2 to terminate the contract and MCLM shall not be held liable for any loss or damages resulting from such a termination</p> |

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| Access to the Site       | 5.4           | <p>Site Handover Certificate to be given at Time of Site Handover.</p> <p>Add the following:<br/>The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Engineer, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners or tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise.</p> <p>Add to the clause:<br/>The Engineer shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.</p> |
| Programme                | 5.6           | Within 7 days from date of Site Handover.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Special non-working days | 5.8.1         | The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>REFERENCE TO:</b>     | <b>CLAUSE</b> | <b>DATA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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| Extension of time for completion | 5.12 | <p>In general, extension of time for the completion of Works will, in terms of the General conditions of Contract, be granted only for additional work and for circumstances which could not have been foreseen, and are beyond the control of the Contractor.</p> <p>No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below, separately for each calendar month or part thereof. It shall be calculated for the full period for the completion of the Contract including any extension thereof by the formula:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>The symbols shall have the following meanings:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration<br/> Nw = Actual number of days during the calendar month on which a rainfall of Ymm or more has been recorded.<br/> Nn = Average number of days, as derived from existing rainfall records provided in the table below on which a rainfall of Ymm or more has been recorded for the calendar month<br/> Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the table below.<br/> Rw = Actual rainfall in mm for the calendar month under consideration.<br/> X = 10<br/> Y = 10</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of the monthly totals for the period of construction, but if the grand total is negative the time for completion shall not be reduced due to abnormal low rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>The factor <math>(Nw - Nn)</math> shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Ymm.</p> <p>The factor <math>\frac{Rw - Rn}{X}</math> shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall had not exceeded Ymm, but wet conditions had prevented or had disrupted work. The formula does not take into account flood damage which could cause further or concurrent delays, and which should be treated separately as far as extension of time is concerned.</p> <p>Accurate rain gauging shall be taken at a suitable point on Site. This information shall be regarded as the actual rainfall for this contract.</p> |
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|                                                                |                      | The readings will be done by the Engineer and the Contractor may attend these readings and shall at his own expense take all necessary precautions to ensure that the rain gauge cannot be interfered with by unauthorized persons.                                                                                                                                                                                                                                                                                                   |
| <b>REFERENCE TO:</b>                                           | <b>CLAUSE</b>        | <b>DATA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Penalty for Delay                                              | 5.13                 | To a maximum of <b>R1500-00</b> per calendar day to a max of 10% of the certified value of work.                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Completion                                                     | 5.14                 | 36 Months                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Completion, Approval Certificates and Defects Liability Period | 5.14                 | Add the following to this Clause:<br>“... and a land surveyor’s certificate has been submitted certifying the presence and correctness of all erf and boundary pegs, where applicable.”<br>Add the following:<br>However, a Certificate of Completion will not be issued before the contractor hands over a consolidated Health and Safety file that shall include all the specified information.                                                                                                                                     |
| Defects liability period                                       | 5.14.5.2<br>6.10.5.1 | Add to Sub-Clause 5.14.5.2<br>“In the event of the Contractor not completing all the outstanding work within the period specified by the Project Manager and/or Engineer in terms of Clause 7.8, the Project Manager and/or Engineer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Project Manager and/or Engineer. The full retention applicable to the Period of Maintenance shall apply to such extension.” |
| Security                                                       | 6.2                  | Within 14 days of Letter of Appointment<br><br>Add the following to the Clause:<br>“The contract may be awarded to a Subsidiary Company on the condition that the Holding Company shall in addition to the Surety specified, assume responsibility for the due and proper performance of the Works and the fulfilment of the contract, should the Subsidiary Company be unable to do so.”                                                                                                                                             |
| Performance Guarantee Sum                                      | 6.2                  | 10 % of total contract amount excluding Contingencies, VAT for the full construction period.                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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| Amendments to Schedule of Quantities and Scope Reduction | 6.3           | <p>The extent of the Works that will be included under this contract will be determined by the availability of funds. Should the tender amounts exceed the available funds, the amounts will be adjusted and the extent of the works decreased. It is therefore emphasized that the tendered unit rates must be realistic and will not be affected should the quantities be adjusted. The rates under “Preliminary and General” will be adjusted proportionally with respect to tender and contract amounts. The tendered unit rates will remain applicable.</p> <p>The right to adjust the extent of the contract is, therefore, reserved by the Employer, but approval will be sought from the successful Tenderer before the contract is awarded.</p> |
| Value of Variations                                      | 6.4           | The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by the Engineer in writing prior to execution, in order to be accepted. Special reference will be given to the tendered rates and the wide interpretation of the term “similar conditions” in determining rates.                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Daywork percentages                                      | 6.5.1.1       | As tendered in Schedule of Quantities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Schedule of Quantities – Estimated quantities            | 6.7           | <p>Tenderer to note that all quantities supplied in Schedule of Quantities are estimated quantities and all items will be re-measured on site.</p> <p>Add to the clause:<br/> <b>“An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training.”</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Special Materials                                        | 6.8.3         | As per Schedule of Special Materials                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>REFERENCE TO:</b>                                     | <b>CLAUSE</b> | <b>DATA</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Vesting of Materials                                     | 6.9           | <p>Add to Sub-Clause 6.9.1.2<br/> “The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Project Manager and/or Engineer of any materials which are not his sole property.”</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Valuation of material brought onto site                  | 6.9           | <p>Add to Clause 6.10.1.5<br/> “Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership.</p> <p>The ownership of materials shall be transferred to the Employer in accordance with the pro forma “Transfer of Rights” bound in as an annexure to these Special Conditions of Contract”.</p>                                                                                                                                                                                                |

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| Contract Price Adjustment<br>(Only applicable to contracts of 12 months and longer) | 6.8.2    | The following values for the different factors are to be used as per SAFCEC guidelines:<br><br>x = 0,10<br>(General Engineering Works)<br>aLt (Labour) = 0,35    bPt (Plant) = 0,05<br>cMt (Material) = 0,55    dFt (Fuel) = 0,05<br><br>(Civil Engineering as per SETFSA)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Materials on Site                                                                   | 6.10.1.5 | 80% (Delivery Notes and Tax Invoices to be provided)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Claims Procedure                                                                    | 6.10.4   | A strict interpretation is given to the time limits and procedures given in these clauses and any claim, which does not strictly comply with these requirements, will not be considered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Retention Money                                                                     | 6.10.3   | No interest will be paid on retention money                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Retention Guarantee                                                                 | 6.10.3   | A Retention Guarantee is not acceptable<br><br>Add to the clause:<br>0% Retention will be deducted from each payment certificate. Retention will be reduced to 0% once Practical Completion Certificate is issued for the work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Quality of Construction Equipment                                                   | 7.1      | Add to Sub-Clause 7.1.1<br>a) Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, lessors or owners thereof, shall be supplied to the Engineer by the Contractor.<br>b) The Employer may, in order to avoid seizure by the hirer, owner or lessor, at the Employer's option, pay to such hirer, owner or lessor the amount of any overdue instalment, or any other sum payable under the agreement for hire, lease or hire purchase, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.<br>c) Possession of all Constructional Plant and Temporary Works provided by sub-contractors shall be deemed to vest in the Employer immediately the same is brought onto site, and shall mutatis mutandis be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contractors. |

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| REFERENCE TO:                        | CLAUSE  | DATA                                                                                                                                                                                                                                                                                           |
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| Quality of materials and workmanship | 7.2     | Add to the Clause:<br>"The source of supply of all materials including all stone, sand, gravel or soil or any other natural material required in the execution of the Works shall be located by the Contractor. <b>No material shall be used until it has been approved by the Engineer.</b> " |
| Defects liability period             | 7.8     | 12 Months                                                                                                                                                                                                                                                                                      |
| Insurances                           | 8.6     | Special consideration should be given to damage to existing infrastructure.                                                                                                                                                                                                                    |
| Other Insurances                     | 8.6.1.2 | Special Risk Insurance – SASRIA (coupon to be provided)                                                                                                                                                                                                                                        |
| Limit of indemnity                   | 8.6.1.3 | R2 000 000 per claim, claims unlimited                                                                                                                                                                                                                                                         |
| Termination of Contract              | 9.1     | In addition if the contractor fails to adequately protect the existing works / infrastructure against damage and thereby unduly endanger the Works – the employer may cancel the contract and recover damages and losses.                                                                      |
| Dispute Resolution                   | 10      | Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms                                                                                                                                                                                                       |

**Table 1: Expected Number of Working Days Lost per Month Due to Normal Rainfall**

(The Project Manager and/or Engineer reserves the right to update Table 1 with the latest data from the Weather Bureau from a weather station close to the Site of Works)

| Month        | Expected number of working days lost as result of normal rainfall | Average monthly rainfall (mm) |
|--------------|-------------------------------------------------------------------|-------------------------------|
| January      | 4                                                                 | 111.3                         |
| February     | 4                                                                 | 122.9                         |
| March        | 3                                                                 | 70.8                          |
| April        | 1                                                                 | 28.3                          |
| May          | 1                                                                 | 23.4                          |
| June         | 0                                                                 | 5.6                           |
| July         | 0                                                                 | 0.2                           |
| August       | 0                                                                 | 2.1                           |
| September    | 1                                                                 | 18.5                          |
| October      | 2                                                                 | 48.7                          |
| November     | 3                                                                 | 100.98                        |
| December     | 5                                                                 | 122.10                        |
| <b>Total</b> | <b>24 days</b>                                                    | <b>654.9 mm</b>               |

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**C1.2.2 Part 2: Data Provided by the Contractor**

The Contractor is advised to read the *General Conditions of Contract for Construction Works (2015)*, published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-805 5947).

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

| CLAUSE                   | DATA                                                                                                                                                                                                                                                                                    |                          |      |               |  |  |  |  |  |  |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------|---------------|--|--|--|--|--|--|
| 1.1.9                    | <p>The Contractor is.</p> <p>Name: .....</p> <p>.....</p>                                                                                                                                                                                                                               |                          |      |               |  |  |  |  |  |  |
| 1.2.1                    | <p>The address of the Contractor is:</p> <p>Address (physical): .....</p> <p>.....</p> <p>Address (postal): .....</p> <p>.....</p> <p>Telephone: ..... Facsimile: .....</p> <p>e-mail: .....</p> <p>.</p>                                                                               |                          |      |               |  |  |  |  |  |  |
| 6.8.3                    | <p>The variations in the price of special materials:</p> <table border="1"> <thead> <tr> <th>Type of special material</th><th>Unit</th><th>Rate or price</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td></tr> <tr> <td> </td><td> </td><td> </td></tr> </tbody> </table> | Type of special material | Unit | Rate or price |  |  |  |  |  |  |
| Type of special material | Unit                                                                                                                                                                                                                                                                                    | Rate or price            |      |               |  |  |  |  |  |  |
|                          |                                                                                                                                                                                                                                                                                         |                          |      |               |  |  |  |  |  |  |
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**PART C1: AGREEMENTS AND CONTRACT DATA****C1.3 Forms of Securities**

Forms for completion by the contractor

**The following forms are to be completed by the Contractor after the tender has been awarded to the successful tenderer.**

C1.3.1 Form of Guarantee

C1.3.2 Written Agreement on Occupational Health and Safety

C1.3.3 Written Agreement on Environmental Management

C1.3.4 Bond for Material on Site

C1.3.5 Ownership of Materials

The forms will be completed by the Contractor who will be instructed to do so in the Form of Acceptance. The completed forms will become part of the Contract.

The Form of Guarantee is a pro forma document. The Contractor will provide an original document, from a financial institution, with the same text within the same time stated in the Contract Data. Only a bank or approved insurance company or guarantee corporation is acceptable as guarantor.

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**C1.3.1 Form of Guarantee**

**Pro-Forma Performance Guarantee**

For use with the General Condition of Contract for Construction Works, Second Edition, 2015.

**Guarantee Details and Definitions**

“Guarantor” means:  
.....

Physical address:  
.....

“Employer” means: **MOGALE CITY LOCAL MUNICIPALITY**

“Contractor” means:  
.....

“Works” means:  
.....

“Site” means:  
.....

“Contract means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of  
R.....

Amount in words:  
.....

“Guaranteed Sum” means: The maximum aggregate amount of  
R.....

Amount in words:  
.....

“Expiry Date” means:  
.....

**Contract Details**

Project Manager  
and/or Engineer  
issues:                      Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

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## Performance Guarantee

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the Date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Surety ship;
  - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
  - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
  - 4.2. A first written demand issued by the Employer to the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
  - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
  - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
  - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
  - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund this Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall interest at the prime overdraft of the Employer's back compounded monthly calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

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| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**C1.3 Forms of Securities**

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantee shall not have the right to claim his release from the Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in the connection herewith.
12. This performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
14. Where this Performance Guarantee is issued in the republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act no 32 of 1944, as amended, to the jurisdiction of the Magistrate's court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.
15. Our total liability hereunder shall not exceed the sum of.....  
.....(R.....
16. We hereby choose domicilium citandi et executandi for all purposes arising hereof at  
.....  
.....
- IN WITNESS WHEREOF this guarantee has been executed by us at  
..... on this..... day of  
..... 20.....  
Signed at: ..... Date:.....
- Guarantor's Signatory (1): .....
- Capacity: .....
- Guarantor's Signatory (2): .....
- Capacity: .....

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

### C1.3.2 Written Agreement on Occupational Health and Safety

Gauteng Provincial Government, Mogale City LM and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1992, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act and Gauteng Provincial Government, Mogale City LM Safety Precautions and Health and Safety Instructions included in the contract documents.
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and Gauteng Provincial Government, Mogale City LM safety Precautions and Health and Safety Instructions included in the contract documents will be fully complied with.
- c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves Gauteng Provincial Government, Mogale City LM from itself being obliged to comply with any of the foresaid duties, obligations and prohibitions.
- d) The Contractor agrees that any duly authorized officials of the council shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- e) The Contractor shall be obliged to report forthwith in writing to the Engineer/Architect full details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract.

The Employer and Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No.85 of 1993, hereinafter referred to as "the Act", that the contractor as an employer in its own right and in its capacity as contractor for the execution of the works, shall have certain obligations and that the following arrangement shall apply between them to ensure compliance by the contractor with provisions of the Act, namely:

- a) The contractor undertakes to acquaint the appropriate officials and the employees of the contractor with all relevant provisions of the Act, and the regulation promulgated in terms of the Act, and
- b) The contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- c) The contractor hereby accepts sole responsibility for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the employer and the employer's consulting engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the work included in the contract.

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|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**C1.3 Forms of Securities**

- d) The contractor shall be obliged to report forthwith to the employer any investigation, compliant or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charges.
- e) The Employer recognizes the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day's work.
- f) Work should not be done at the expense of human safety or health.
- g) Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
- h) The PC shall appoint a fulltime H&S Manager should he have more than 50 employees on site. A fulltime Safety Representative shall be present on site for 50 employees or less

.....  
**On Behalf of Mogale City Municipality** **Date**

**Witnesses**     **1.** .....  
                                  **2.** .....

.....  
**For The Contractor** **Date**

**Witnesses**     **1.** .....  
                                  **2.** .....

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

## OCCUPATIONAL HEALTH AND SAFETY ACT, 1993

Regulation 3 of the Construction Regulations, 2003

### NOTIFICATION OF CONSTRUCTION WORK

1.(a) Name and postal address of principal contractor:

.....

.....  
.....

(b) Name and tel. no of principal contractor's contact person:

.....

.....  
.....

(c) Principal contractor's compensation registration number:

.....

2.(a) Name and postal address of client:

.....

.....  
.....

(b) Name and tel no of client's contact person or agent:

.....

.....  
.....

3.(a) Name and postal address of designer(s) for the project:

.....

.....  
.....

(b) Name and tel. no of designer(s) contact person:

.....

.....  
.....

4.(a) Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1).

.....  
.....

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

(b) Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6.(2).  
.....  
.....

5. Exact physical address of the construction site or site office:  
.....  
.....

6. Nature of the construction work:  
.....  
.....

7. Expected commencement date:  
.....

8. Expected completion date:  
.....

9. Estimated maximum number of persons on the construction site.  
.....

10. Planned number of contractors on the construction site accountable to principal contractor:  
.....  
.....

11. Name(s) of contractors already chosen.  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

Principal Contractor Date  
.....  
.....  
Client Date

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

**ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**C1.3 Forms of Securities****C1.3.3 Agreement to Accept the Conditions of the Environmental Management Plan Pertaining to This Project**

Whereas ..... (the Contractor)

\*Company ..... Registration ..... No: .....

Address: .....

a \* Company incorporated with limited liability according to the company laws of the Republic of South Africa, \*Partnership, \*Close Corporation, \* Public Company (hereinafter called the contractor), represented herein by ..... in his capacity as ..... duly authorized hereto by a articles of association, resolution, power of attorney, or otherwise as duly signed and declared in Form F.2 of this document.

Do hereby agree that the following arrangements and procedures shall apply to the abovementioned Contractor to ensure compliance with the provisions of the Environmental Management Plan (EMP), namely:

- a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the EMP, the regulations and conditions in terms of the EMP.
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the EMP and the instructions of the duly authorized Environmental Officer, enforcing the conditions of the EMP, will be fully complied with.
- c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the EMP and expressly absolves the Dept. of Housing from itself being obliged to comply with any of the foresaid duties, obligations and prohibitions.
- d) The Contractor shall be obliged to report forthwith in writing to the Engineer full Details of any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the EMP, pursuant to work performed in terms of this Contract.

.....  
.....

**For The Contractor**

**Date**

**Witnesses** 1. ....  
2. ....

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**C1.3.4 Bond for Material on Site**

**Contract** ..... **No:** .....

**Employer:** .....

**Contractor:** .....

**Description** ..... **of** ..... **Contract:** .....

I/We, the undersigned, ..... **(Bank or Insurance Company)** do hereby bind ourselves as surety and co-principal debtors in solidum for compensating the Employer where the ownership of material for some reason or other cannot pass to the Employer, or the Employer by law is expected to pay a third party to obtain ownership of material in spite of the fact that the Employer paid the Contractor as per clause 62(1)(b) of the general conditions of contract, and for all losses, damages, and expenses that may be suffered or incurred by the Employer as a result of payment for material on site, renouncing all benefits from the legal exceptions ordinis seu excussionis et divisionis "no value received" and all other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted; provided that the liability of the undersigned under this guarantee is limited to (specify amount of bond)

.....  
.....

.....  
(R.....) and will lapse on the issue of the completion certificate in terms of the Contract, unless the surety is advised in writing by the Employer before issue of the said certificate of his intention to institute claims and the particulars thereof, in which event this guarantee shall remain in force until all such claims are paid or settled.

**For and on Behalf of** .....  
**(Surety)**

AT ..... on this ..... day of .....  
20.....

.....  
**Capacity**

**Full Address:** .....  
.....  
.....

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**As Witnesses:**

1. ....

2. ....

\*Delete whichever is inapplicable

|                |  |                |  |
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| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**C1.3.5 Ownership of Materials**

**Contract** ..... **No:** .....

**Employer:** .....

**Contractor:** .....

**Description** ..... **of** ..... **Contract:** .....

In order to facilitate payment for material on site in terms of clause 6.4.1 of the general conditions of contract, it is hereby confirmed that, although materials may have been supplied on credit to the above named Contractor, ownership of such materials, when delivered will vest with the Contractor.

In the event therefore of such materials being delivered on site or any authorized extended site, ownership thereof will then vest with the Employer in terms of clause 8.6.1 of the said general conditions of contract.

**For and on Behalf of** .....  
**(Surety)**

AT ..... on this ..... day of .....  
20.....

.....  
**Capacity**

**Full Address:** .....  
.....  
.....

**As Witnesses:**

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

.....  
**Signature**  
*Signatories for companies must establish their authority by attaching a copy of the relevant resolution of the board of directors, duly signed and dated, to this form.*

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C2: PRICING DATA

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**PART C2: PRICING DATA****C2.1 Pricing Instructions**

**Note: Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered**

Name of tenderer.....Tender number: \_\_\_\_\_

Offer to be valid for...**120**.....days from the closing date of tender.

- Supply, Delivery & Construction/Installation and/or Commissioning of:  
**Works as detailed in the Scope of Work and priced in the Schedule of Quantities included hereafter for the “REPAIRS AND MAINTENANCE OF WATERPROOF, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS”**

Required by: **Mogale City Local Municipality**

At: **Krugersdorp**

Does offer comply with specification? **YES/NO**

If not to specification, indicate deviation(s) in: **Schedule A**

Any enquiries regarding the tendering procedure may only be directed to:

Ofentse Matsose

Tel: (011) 951 2177/2432

Ms. Sonti Rakhatoe

Supply Chain Management

KRUGERSDORP

Tel: 011 951 2541

Or

For Technical Information:

Koos Pretorius or Henk Spamer

Tel: 011 668 0716 or 011 951 2048

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

### Preamble to Schedule of Quantities

1. The general conditions of contract, the special conditions of contract (if any), the specifications (including the project specification) and the drawings (if any) are to be read in conjunction with the schedule of quantities.
- 1.1. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Schedule of Quantities (SQ) with the letters LI in a separate column filled in against every item so designated. The works, or part of works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the Scope of Works, is a variation to the contract. The items marked with the letters LI are not an exhaustive list of all the activities which must be done by hand and those clauses do not over-ride any of the requirements in the SANS 1921: 2005.
- 1.2. Payment for items which are designated to be constructed labour-intensively (either in the SQ or in the Scope of Works or Project Specifications) will not be made unless they are constructed using labour-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
2. For the purposes of this schedule of quantities, the following words shall have the meaning hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the specifications.

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

Rate: The payment per unit of work for which the tenderer tenders to do the work.

Amount: An amount tendered for an item, the extent of which is described in the schedule of quantities, the specification or elsewhere, but of which the quantity of work is not measured in units.

#### “LI” Labour Intensive methods to be used in accordance with Project Specifications

3. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sums tendered, subject only to the provisions of the general conditions of contract.

4. Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax **(except for Value Added Tax)**, etc. and for the completed items of work as specified. Full compensation for completing and maintaining, during the maintenance period, all work shown on the drawings and specified in the specifications, and for all the risk, obligations and responsibilities specified in the general conditions of contract, special conditions of contract and the project specifications shall be considered as provided for collectively in the items of payment given in the schedule of quantities, except in so far as the quantities given in the schedule of quantities are only approximate.

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**C2.1 Pricing Instructions**

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

**Please only complete rates and totals for those items that have entries in the quantity column – this include “rate only” items**

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenderers should note the provisions of paragraph 12 of this preamble.

If the tenderer should group a number of items together and tender one lump sum for such group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sum and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

Preliminary & General Section may not be tendered as a lump sum. A tender may be disqualified if the P&G Section is tendered as a lump sum.

6. The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items.
7. The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or the quantity of material to be supplied by the contractor.
8. The statement of quantities of material or amount of work in the schedule of quantities shall not be regarded as authorization for the contractor to order material or to execute the work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
9. The short description of the payment items in the schedule of quantities is only given to identify the items and to provide specific details. Reference shall inter alia be made to the drawings, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entitled under each item.
10. The provisions of Clause 48 of the general conditions of contract shall apply to provisional sums and prime cost sums.
11. Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding, and may not be adjusted should there be any mistakes in the extensions thereof and in the amounts, appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled schedule of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the schedule of quantities. Under no circumstances will tendered rates be adjusted when such errors are corrected. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and

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| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

## C2.1 Pricing Instructions

binding. Adjustment of the tender sum will take place only after acceptance of the tender, but prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.

12. A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
13. The units of measurement indicated in the schedule of quantities are metric units. The following abbreviations are used in the schedule of quantities:

|                |   |              |          |   |                 |
|----------------|---|--------------|----------|---|-----------------|
| mm             | = | millimetre   | kl       | = | kiloliter       |
| m              | = | meter        | kg       | = | kilogram        |
| km             | = | kilometre    | t        | = | ton (1 000 kg)  |
| m <sup>2</sup> | = | square meter | No       | = | number          |
| ha             | = | hectare      | %        | = | per cent        |
| m <sup>3</sup> | = | cubic meter  | P C sum  | = | prime cost sum  |
| l              | = | litre        | prov sum | = | provisional sum |
| mm             | = | millimetre   | kl       | = | kiloliter       |

14. All rates and sums of money quoted in the schedule of quantities shall be in Rands and whole cents. Fractions of a cent shall be discarded.
15. The schedule of quantities shall be completed in **BLACK INK. Tenders where the Schedule of Quantities is completed in pencil, WILL be disqualified.**
16. All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate VAT and enter it as the end of the Summary of the Schedule of Quantities

**An electronic copy of the Schedule of Quantities will be made available by contacting Mogale City Supply Chain Management. It is a requirement that the original yellow pages contained in the tender document must still be completed in black ink. A tender will be disqualified if only a printed copy of the Schedule of Quantities is submitted**

**The quantities in the Bill of Quantities are estimates only (Provisional and Re-measurable) and will only be used as a guide by MCLM. The actual quantities will be determined by the works required by MCLM to be performed as instructed to the contractor by means of a Work Order.**

**Once the works order is approved, the contractor has 24 hours for PLANNED and/or UNPLANNED maintenance work, and for EMERGENCY maintenance work has 1 hour(s) to commence the work.**

**Written quote(s) will be provided for all unscheduled/unspecified work prior to the commencement of that work and will include (if appropriate) costs of materials, costs of labour and any other considerations on the Bills of Quantities (Contingencies, Provisional Sum, etc) and Mogale City's Project Manager approves such quotation(s).**

|                |  |                |  |
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| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

## **PART C2: PRICING DATA**

### **C2.2 Bill of Quantities**

#### **C2.2.1 Bill of Quantities Contents**

- 1 PRELIMINARIES AND GENERAL
- 2 WATERPROOFING
- 3 ROOF COVERINGS, ETC
- 4 METAL WORKS
- 5 PAINTWORK
- 6 DEMOLITIONS, REMOVALS AND ALTERATIONS

**MOGALE CITY LOCAL MUNICIPALITY**
**TENDER NO: PWRT (B&F) 13/2023**
**TENDER: REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS**
**Part C3: Scope of Work**

| Item     | Description                                                                                                                                                                                                                                                                        | Uom  | Quantity | Rate           | Labour | Amount Excl. Vat ( R ) |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|----------------|--------|------------------------|
|          | <b>BILL NO.1 :</b>                                                                                                                                                                                                                                                                 |      |          |                |        |                        |
| <b>1</b> | <b>PRELIMINARY &amp; GENERAL - SANS 1200A</b>                                                                                                                                                                                                                                      |      |          |                |        |                        |
|          | <b>Contractual requirement (As described in section C3)</b>                                                                                                                                                                                                                        |      |          |                |        |                        |
|          | All rates tendered are to be fully inclusive of consumables (ie. cleaning liquids like thinners and turpentine, masking tape, sanding paper and clothes and materials touch up paint, piping, clamps etc.). These rates to include labour and the installation there-off complete. |      |          |                |        |                        |
|          | <b>General items</b>                                                                                                                                                                                                                                                               |      |          |                |        |                        |
| 1,1      | Budgetary Allowance: For unscheduled or non-schedule items which are not specified in the Bills of Quantities (Determined by the Mogale City Local Municipality),                                                                                                                  | Psum | 1,00     | R 2 000 000,00 |        | R 2 000 000,00         |
| 1,2      | Health & safety requirements which includes all personal protective equipment (PPE) and clothing as required by OHS Act No.85 of 1993 (NB! To be pre-approved by employer)                                                                                                         | Psum | 1,00     | R 200 000,00   |        | R 200 000,00           |
| 1,3      | Tools, Equipment, Resources of trade required for the department to execute its mandate in terms of building maintenance. (To be pre-approved by Head of Department (HOD).                                                                                                         | Psum | 1,00     | R 150 000,00   |        | R 150 000,00           |
| 1,4      | <b>Training:</b> Accredited and approved training courses to be determined by Mogale City Local Municipality. (NB! To be pre-approved by employer)                                                                                                                                 | Psum | 1,00     | R 100 000,00   |        | R 100 000,00           |
| 1,5      | Percentage (%) mark – up on above item 1,1 to 1,4 for (services delivered to Mogale City Local Municipality.)                                                                                                                                                                      | %    | 1,00     |                |        | R -                    |
| 1,6      | The contractor to provide roadworthy LDV(s) (bakkie(s)) with lockable canopy. The rates quoted per kilometer in the Bill of quantities shall be inclusive of all costs like insurance , fuel , maintenance etc.                                                                    | Psum | 1,00     | R 800 000,00   |        | R 800 000,00           |
| 1,7      | Kilometer rate for LDV                                                                                                                                                                                                                                                             | km   | 1,00     | R -            |        | R -                    |
|          | <b>Materials required for Building Maintenance only</b>                                                                                                                                                                                                                            |      |          |                |        |                        |
| 1,8      | Nett costs of related materials (Price Cost of material)                                                                                                                                                                                                                           | Psum | 1,00     | R 200 000,00   |        | R 200 000,00           |
| 1,9      | Percentage (%) mark – up on above item 1,8 for (material purchases and                                                                                                                                                                                                             | %    | 1,00     |                |        | R -                    |
|          | <b>Work done between Monday and Friday from 7:30am to 4pm shall be</b>                                                                                                                                                                                                             |      |          |                |        |                        |
|          | <b>Normal Working Hours. The cost tendered need to include all associated costs of the individuals to be available. (The number of required personnel will be determined by workload and to be pre-approved by the Mogale City Local Municipality representative)</b>              |      |          |                |        |                        |
| 1,10     | Waterproofer                                                                                                                                                                                                                                                                       | Hour | 1,00     | Rate Only      | R -    | R -                    |
| 1,11     | Painter                                                                                                                                                                                                                                                                            | Hour | 1,00     | Rate Only      | R -    | R -                    |
| 1,12     | Waterprooferr Assistant                                                                                                                                                                                                                                                            | Hour | 1,00     | Rate Only      | R -    | R -                    |
| 1,13     | Painter Assistant                                                                                                                                                                                                                                                                  | Hour | 1,00     | Rate Only      | R -    | R -                    |
|          | <b>Overtime after normal working hours during weekdays and Saturdays</b>                                                                                                                                                                                                           |      |          |                |        |                        |
| 1,14     | Waterproofer                                                                                                                                                                                                                                                                       | Hour | 1,00     | Rate Only      | R -    | R -                    |
| 1,15     | Painter                                                                                                                                                                                                                                                                            | Hour | 1,00     | Rate Only      | R -    | R -                    |
| 1,16     | Waterprooferr Assistant                                                                                                                                                                                                                                                            | Hour | 1,00     | Rate Only      | R -    | R -                    |
| 1,17     | Painter Assistant                                                                                                                                                                                                                                                                  | Hour | 1,00     | Rate Only      | R -    | R -                    |
|          |                                                                                                                                                                                                                                                                                    |      |          |                |        |                        |
|          |                                                                                                                                                                                                                                                                                    |      |          |                |        |                        |
|          | <b>CARRIED FORWARD</b>                                                                                                                                                                                                                                                             |      |          |                |        | R -                    |

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| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

### Part C3: Scope of Work

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| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**MOGALE CITY LOCAL MUNICIPALITY**
**TENDER NO: PWRT (B&F) 13/2023**
**TENDER: REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS**
**Part C3: Scope of Work**

| Item                   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                             | Uom            | Quantity | Rate | Labour | Amount Excl. Vat ( R ) |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|--------|------------------------|
|                        | <b><u>BILL NO.2 :</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                               |                |          |      |        |                        |
| 2                      | <b><u>WATERPROOFING</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                             |                |          |      |        |                        |
|                        | <b><u>PREAMBLES</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                 |                |          |      |        |                        |
|                        | The Tenderer is referred to the relevant clauses in the latest edition of the Model Preambles for Trades and to the Supplementary Preambles which are available on request.                                                                                                                                                                                                                                                                             |                |          |      |        |                        |
|                        | <b><u>SUPPLEMENTARY PREAMBLES:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                  |                |          |      |        |                        |
|                        | <b><u>Rate approvals:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                           |                |          |      |        |                        |
|                        | The tenderer is advised that any rate that is required for new work must                                                                                                                                                                                                                                                                                                                                                                                |                |          |      |        |                        |
|                        | Material, labour, plant, wastage, transport and profit.                                                                                                                                                                                                                                                                                                                                                                                                 |                |          |      |        |                        |
|                        | Rate approvals must be authorised by the Project Manager prior to work                                                                                                                                                                                                                                                                                                                                                                                  |                |          |      |        |                        |
|                        | Please refer to the Appendix - Rate approval for more details.                                                                                                                                                                                                                                                                                                                                                                                          |                |          |      |        |                        |
|                        | <b><u>Compensation Events</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                       |                |          |      |        |                        |
|                        | Tenderers are advised that there is a three month delay in the approval of compensation events. In respect of this delay, no pending compensation events will be paid for until such time as we receive approval for the compensation events. Tenderers must make due allowance for this possible delay in their tenders.                                                                                                                               |                |          |      |        |                        |
|                        | <b><u>Guarantee:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                |                |          |      |        |                        |
|                        | The guarantee on the waterproofing must cover the waterproofing material plus removal and reinstatement of the ancillary work to the satisfaction of the Project Manager.                                                                                                                                                                                                                                                                               |                |          |      |        |                        |
|                        | <b><u>Waterproofing to SANS 021:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                |                |          |      |        |                        |
|                        | Waterproofing of roofs, retaining walls, etc shall be laid under a ten year written guarantee for site workmanship and watertightness. Waterproofing to roofs shall be laid to even falls to outlets etc with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups, turn-downs and fullbores. All waterproofing to be laid by an approved installation company. |                |          |      |        |                        |
|                        | <b><u>General:</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                  |                |          |      |        |                        |
|                        | All waterproofing work must be thoroughly inspected by the Principal Agent prior to it being covered up.                                                                                                                                                                                                                                                                                                                                                |                |          |      |        |                        |
|                        | <b><u>DAMP-PROOFING OF WALLS AND FLOORS</u></b>                                                                                                                                                                                                                                                                                                                                                                                                         |                |          |      |        |                        |
|                        | <b><u>One layer of 375 micron DPC embossed damp proof course</u></b>                                                                                                                                                                                                                                                                                                                                                                                    |                |          |      |        |                        |
| 2,1                    | Vertical in walls                                                                                                                                                                                                                                                                                                                                                                                                                                       | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
|                        | <b><u>One layer of 250 micron green waterproof sheeting sealed at laps with tape</u></b>                                                                                                                                                                                                                                                                                                                                                                |                |          |      |        |                        |
| 2,2                    | Under surface beds, raft foundations, paving, etc                                                                                                                                                                                                                                                                                                                                                                                                       | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
|                        | <b><u>Primer and two coats "Bostik M6" rubber bitumen emulsion paint</u></b>                                                                                                                                                                                                                                                                                                                                                                            |                |          |      |        |                        |
| 2,3                    | Under surface beds, raft foundations, paving, etc                                                                                                                                                                                                                                                                                                                                                                                                       | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
|                        | <b><u>Primer and two coats "Bostik M6" rubber bitumen emulsion paint</u></b>                                                                                                                                                                                                                                                                                                                                                                            |                |          |      |        |                        |
| 2,4                    | On concrete floors                                                                                                                                                                                                                                                                                                                                                                                                                                      | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
| 2,5                    | On concrete walls and columns in foundation                                                                                                                                                                                                                                                                                                                                                                                                             | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
| 2,6                    | On concrete walls, columns and beams                                                                                                                                                                                                                                                                                                                                                                                                                    | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
| <b>CARRIED FORWARD</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |          |      |        | <b>R -</b>             |

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**MOGALE CITY LOCAL MUNICIPALITY**
**TENDER NO: PWRT (B&F) 13/2023**
**TENDER: REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS**
**Part C3: Scope of Work**

| Item | Description                                                                                                                                                                                                                                                                                                     | Uom | Quantity | Rate |   | Labour |   | Amount Excl. Vat ( R ) |          |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|------|---|--------|---|------------------------|----------|
|      | <b>BROUGHT FORWARD</b>                                                                                                                                                                                                                                                                                          |     |          |      |   |        |   | <b>R</b>               | <b>-</b> |
| 2,7  | On fair faced brickwork                                                                                                                                                                                                                                                                                         | m²  | 1,00     | R    | - | R      | - | R                      | -        |
|      | <b><u>DAMPPROOFING OF FLAT ROOFS, ETC</u></b>                                                                                                                                                                                                                                                                   |     |          |      |   |        |   |                        |          |
|      | <b>Preparation</b>                                                                                                                                                                                                                                                                                              |     |          |      |   |        |   |                        |          |
| 2,8  | Remove existing flat roof waterproofing to receive new (elsewhere) and prepare screed as per manufacturer's instruction                                                                                                                                                                                         | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 2,9  | Ditto in turnups, turndowns, edges, etc in narrow widths                                                                                                                                                                                                                                                        | m²  | 1,00     | R    | - | R      | - | R                      | -        |
|      | <b>4mm "Derbigum SP or equivalent" waterproofing</b>                                                                                                                                                                                                                                                            |     |          |      |   |        |   |                        |          |
| 2,10 | On slabs                                                                                                                                                                                                                                                                                                        | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 2,11 | On turnups, turndowns, edges, etc in narrow widths to walls, etc                                                                                                                                                                                                                                                | m²  | 1,00     | R    | - | R      | - | R                      | -        |
|      | <b>One layer 'Derbigum SP4' waterproofing or equivalent membrane sealed by means of torchfusion or Coldbond 90 adhesive with 75mm side laps and 100mm end laps, laid under a ten year guarantee by approved specialist sub-contractor , to receive paint or other approved protection (Elsewhere measured):</b> |     |          |      |   |        |   |                        |          |
| 2,12 | On flat roofs laid to falls and cross falls.                                                                                                                                                                                                                                                                    | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 2,13 | On parapets and gutters to falls and crossfalls.                                                                                                                                                                                                                                                                | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 2,14 | On turn-ups and turn-downs                                                                                                                                                                                                                                                                                      | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 2,15 | Sealing edges to brickwork or concrete.                                                                                                                                                                                                                                                                         | m   | 1,00     | R    | - | R      | - | R                      | -        |
| 2,16 | Collar around pipe not exceeding 100mm internal diameter.                                                                                                                                                                                                                                                       | No. | 1,00     | R    | - | R      | - | R                      | -        |
|      | <b>Bondglass flexible reinforced waterproofing</b>                                                                                                                                                                                                                                                              |     |          |      |   |        |   |                        |          |
| 2,17 | On flat roofs                                                                                                                                                                                                                                                                                                   | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 2,18 | On sloping roofs                                                                                                                                                                                                                                                                                                | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 2,19 | On turnups, turndowns, edges, etc in narrow widths to walls, etc                                                                                                                                                                                                                                                | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 2,20 | Extra over for dressing waterproofing over air conditioning bases, tops, sides, etc                                                                                                                                                                                                                             | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 2,21 | Sealing edges to brickwork or concrete including trowelled mastic bead                                                                                                                                                                                                                                          | m²  | 1,00     | R    | - | R      | - | R                      | -        |
|      | <b>Two layers mastic asphalt trafficable waterproofing with coarse building sand or fine stone chips evenly spread and well rolled in</b>                                                                                                                                                                       |     |          |      |   |        |   |                        |          |
| 2,22 | On flat roofs                                                                                                                                                                                                                                                                                                   | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 2,23 | On sloping roofs                                                                                                                                                                                                                                                                                                | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 2,24 | On turnups, turndowns, edges, etc in narrow widths to walls, etc                                                                                                                                                                                                                                                | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 2,25 | Extra over for dressing waterproofing over air conditioning bases, tops, sides, etc                                                                                                                                                                                                                             | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 2,26 | Sealing edges to brickwork or concrete including trowelled mastic bead                                                                                                                                                                                                                                          | m   | 1,00     | R    | - | R      | - | R                      | -        |
|      | <b>Sundries</b>                                                                                                                                                                                                                                                                                                 |     |          |      |   |        |   |                        |          |
| 2,27 | Circular cutting to waterproofing                                                                                                                                                                                                                                                                               | m   | 1,00     | R    | - | R      | - | R                      | -        |
| 2,28 | Dress waterproofing into 150mm pipe outlet                                                                                                                                                                                                                                                                      | No  | 1,00     | R    | - | R      | - | R                      | -        |
|      |                                                                                                                                                                                                                                                                                                                 |     |          |      |   |        |   |                        |          |
|      |                                                                                                                                                                                                                                                                                                                 |     |          |      |   |        |   |                        |          |
|      |                                                                                                                                                                                                                                                                                                                 |     |          |      |   |        |   |                        |          |
|      |                                                                                                                                                                                                                                                                                                                 |     |          |      |   |        |   |                        |          |
|      | <b>CARRIED FORWARD</b>                                                                                                                                                                                                                                                                                          |     |          |      |   |        |   | <b>R</b>               | <b>-</b> |

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| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

### Part C3: Scope of Work

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| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

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**TENDER: REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS**
**Part C3: Scope of Work**

| Item                   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Uom | Quantity | Rate | Labour | Amount Excl. Vat ( R ) |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|------|--------|------------------------|
|                        | <b><u>BILL NO. 3 :</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |          |      |        |                        |
| <b>3</b>               | <b><u>ROOF COVERINGS, ETC</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |     |          |      |        |                        |
|                        | The roof coverings shall be interlocking concealed-fix profile roll- formed in continuous lengths and cut to length by a pneumatic cut- off process from certified Z275 commercial quality galvanized steel. The profile shall be roll-formed with three ribs at centres not exceeding 203mm and a cover width not exceeding 406mm. These will include a male and female rib. When interlocked, the minimum sheet depth shall be 48mm. Each trough shall incorporate two stiffener ribs. |     |          |      |        |                        |
|                        | <b><u>Thatchers Association of South Africa</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |          |      |        |                        |
|                        | Thatching specialist should be registered members of the Thatchers Association of South Africa. Proof of such membership should be returned with this RFQ                                                                                                                                                                                                                                                                                                                                |     |          |      |        |                        |
|                        | <b><u>Finish for roof sheeting</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |          |      |        |                        |
|                        | The paint finish shall be a full top coat Silicone Polyester and a half coat Grey to the reverse side.                                                                                                                                                                                                                                                                                                                                                                                   |     |          |      |        |                        |
|                        | <b><u>Fixing of roof sheeting</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |          |      |        |                        |
|                        | The sheets shall be fixed to every purlin by means of patented fixing method which will securely hold the sheets in position and lock-in both the sidelap and centre ribs. The clips shall be manufactured from Galvanised steel and shall be fixed to the steel purlins with two cadmium plated tek 3 no 10,24 x 16mm long self-drilling/tapping screws, or with NA2 annular nails to timber purlins.                                                                                   |     |          |      |        |                        |
|                        | <b><u>0,6mm Thick flashings</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |     |          |      |        |                        |
|                        | The paint finish shall be epoxy primer of 4-6 microns with a top coat Silicone Polyester of at least 22 microns and a half coat Grey to the reverse side (Colour to be approved).                                                                                                                                                                                                                                                                                                        |     |          |      |        |                        |
|                        | Flashings shall be approved and fixed to the sheeting with clips to obviate any direct fixing perforation. Prior to flashings being fixed, all troughs at the apex shall be stop-ended to the full depth of the sheet in order to prevent any penetration of wind driven water. The trough shall be lipped at the eaves end to form a drip.                                                                                                                                              |     |          |      |        |                        |
|                        | Flashing flanges shall be notched to the sheet profile where necessary. All these operations must be performed with special tools. Care shall be taken to ensure that no sheeting or flashing will be cut with abrasive disc on roof surface in order to prevent steel spatter from penetrating colour coated areas.                                                                                                                                                                     |     |          |      |        |                        |
|                        | <b><u>Certificate for Roof Covering</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                              |     |          |      |        |                        |
|                        | The contractor is to submit a certificate signed by the merchant, stating that the roof covering supplied, complies with the required thickness specified                                                                                                                                                                                                                                                                                                                                |     |          |      |        |                        |
|                        | <b><u>Guarantee</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     |          |      |        |                        |
|                        | The manufacturer shall comply with ISO9002 Quality Management System. The sheeting shall be laid in strict accordance with the manufacturer's specifications by an approved contractor                                                                                                                                                                                                                                                                                                   |     |          |      |        |                        |
|                        | A written and approved five year guarantee of site-workmanship and watertightness shall be issued after final inspection of roofs by the manufacturer.                                                                                                                                                                                                                                                                                                                                   |     |          |      |        |                        |
|                        | <b><u>Erection</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |          |      |        |                        |
|                        | Every precaution shall be taken to prevent damage to roof sheets during all stages of construction. Duck boards should be used when necessary to protect the sheeting from damage. Sheeting which has become deformed or damaged in any way, shall be replaced.                                                                                                                                                                                                                          |     |          |      |        |                        |
| <b>CARRIED FORWARD</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |     |          |      |        | <b>R -</b>             |

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**MOGALE CITY LOCAL MUNICIPALITY**
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**Part C3: Scope of Work**

| Item | Description                                                                                                                                                                                                                                                                                                                             | Uom            | Quantity | Rate |   | Labour |   | Amount Excl. Vat ( R ) |          |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|---|--------|---|------------------------|----------|
|      | <b>BROUGHT FORWARD</b>                                                                                                                                                                                                                                                                                                                  |                |          |      |   |        |   | <b>R</b>               | <b>-</b> |
|      | <b><u>Concrete Roof Tiles</u></b>                                                                                                                                                                                                                                                                                                       |                |          |      |   |        |   |                        |          |
|      | <b>420 x 332mm concrete tiles nailed with non-corrosive tile nails to timber trusses</b>                                                                                                                                                                                                                                                |                |          |      |   |        |   |                        |          |
| 3,1  | Roof covering with pitch not exceeding 25 degrees                                                                                                                                                                                                                                                                                       | m <sup>2</sup> | 1,00     | R    | - | R      | - | R                      | -        |
| 3,2  | Side cladding to gables etc                                                                                                                                                                                                                                                                                                             | m <sup>2</sup> | 1,00     | R    | - | R      | - | R                      | -        |
| 3,3  | Soffit cladding to overhangs etc                                                                                                                                                                                                                                                                                                        | m <sup>2</sup> | 1,00     | R    | - | R      | - | R                      | -        |
| 3,4  | Extra on roof covering for double course at eaves including sawn softwood tilting fillet                                                                                                                                                                                                                                                | m              | 1,00     | R    | - | R      | - | R                      | -        |
| 3,5  | Circular cutting                                                                                                                                                                                                                                                                                                                        | m              | 1,00     | R    | - | R      | - | R                      | -        |
| 3,6  | Ridge tiles to match roofing tiles bedded and pointed in 1:3 cement mortar tinted to match tile colour                                                                                                                                                                                                                                  | m              | 1,00     | R    | - | R      | - | R                      | -        |
| 3,7  | Hip tiles to match roofing tiles bedded and pointed in 1:3 cement mortar tinted to match tile colour                                                                                                                                                                                                                                    | m              | 1,00     | R    | - | R      | - | R                      | -        |
| 3,8  | Verge capping tiles to match roofing tiles fixed with non-corrosive fixing accessories                                                                                                                                                                                                                                                  | m              | 1,00     | R    | - | R      | - | R                      | -        |
| 3,9  | Purpose made tile to end of ridge bedded and pointed in 1:3 cement mortar tinted to match tile colour                                                                                                                                                                                                                                   | No             | 1,00     | R    | - | R      | - | R                      | -        |
| 3,10 | Purpose made tile to 3-way intersection of ridge with hips bedded and pointed in 1:3 cement mortar tinted to match tile colour                                                                                                                                                                                                          | No             | 1,00     | R    | - | R      | - | R                      | -        |
|      | <b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b>                                                                                                                                                                                                                                                                                   |                |          |      |   |        |   |                        |          |
|      | <b>0.6mm Thick concealed fix "Klip-Lok 700" or equivalent approved light industrial Z275 spelter galvanised steel sheeting with "Globalcoat" or similar approved finish and colour to one side, "Globalcoat Grey" or similar approved finish to other side with and including accessories fixed to timber purlins at 2000mm centres</b> |                |          |      |   |        |   |                        |          |
| 3,11 | Roof covering with pitch not exceeding 25 degrees                                                                                                                                                                                                                                                                                       | m <sup>2</sup> | 1,00     | R    | - | R      | - | R                      | -        |
| 3,12 | Brownbuilt Klip-Lok 700 or similar approved fascia external corner trim 616mm girth, three times bent along girth                                                                                                                                                                                                                       | m              | 1,00     | R    | - | R      | - | R                      | -        |
| 3,13 | Brownbuilt Klip-Lok 700 or similar approved gable trim 550mm girth, three times bent along girth                                                                                                                                                                                                                                        | m              | 1,00     | R    | - | R      | - | R                      | -        |
| 3,14 | Brownbuilt Klip-Lok 700 or similar approved apex flashing 550mm girth, three times bent along girth and notched on site to suit roof profile                                                                                                                                                                                            | m              | 1,00     | R    | - | R      | - | R                      | -        |
| 3,15 | Brownbuilt Klip-Lok 700 or similar approved headwall flashing 375mm girth, two times bent along girth and notched on site to suit roof profile                                                                                                                                                                                          | m              | 1,00     | R    | - | R      | - | R                      | -        |
| 3,16 | Brownbuilt Klip-Lok 700 or similar approved counter flashing 185mm girth, two times bent along girth                                                                                                                                                                                                                                    | m              | 1,00     | R    | - | R      | - | R                      | -        |
| 3,17 | Brownbuilt Klip-Lok 700 or similar approved broad flute polyclosers to suit roof profile                                                                                                                                                                                                                                                | m              | 1,00     | R    | - | R      | - | R                      | -        |
| 3,18 | Brownbuilt Klip-Lok 700 or similar approved narrow flute polyclosers to suit roof profile                                                                                                                                                                                                                                               | m              | 1,00     | R    | - | R      | - | R                      | -        |
|      | <b><u>PROFILED METAL SHEETING AND ACCESSORIES</u></b>                                                                                                                                                                                                                                                                                   |                |          |      |   |        |   |                        |          |
|      | <b>Corrugated / IBR Chromadek roof sheeting to approved Engineer's specification</b>                                                                                                                                                                                                                                                    |                |          |      |   |        |   |                        |          |
| 3,19 | Roof coverings with a 5 degree slope fixed to steel trusses and/or purlins with approved concealed fixings (measured true)                                                                                                                                                                                                              | m <sup>2</sup> | 1,00     | R    | - | R      | - | R                      | -        |
| 3,20 | Side cladding                                                                                                                                                                                                                                                                                                                           | m <sup>2</sup> | 1,00     | R    | - | R      | - | R                      | -        |
|      | <b>CARRIED FORWARD</b>                                                                                                                                                                                                                                                                                                                  |                |          |      |   |        |   | <b>R</b>               | <b>-</b> |

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| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

### Part C3: Scope of Work

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| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

### Part C3: Scope of Work

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| Municipality 1 |  | Municipality 2 |  |
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**MOGALE CITY LOCAL MUNICIPALITY**
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**TENDER: REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS**
**Part C3: Scope of Work**

| Item                   | Description                                                                                                                                                                                                                                                                      | Uom | Quantity | Rate | Labour | Amount Excl. Vat ( R ) |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|------|--------|------------------------|
|                        | <b><u>BILL NO. 4</u></b>                                                                                                                                                                                                                                                         |     |          |      |        |                        |
| <b>4</b>               | <b><u>METALWORK - SANS 2001-CS1</u></b>                                                                                                                                                                                                                                          |     |          |      |        |                        |
|                        | <b><u>STRUCTURAL STEELWORK SUPPLEMENTARY PREAMBLES</u></b>                                                                                                                                                                                                                       |     |          |      |        |                        |
|                        | <b>Descriptions</b>                                                                                                                                                                                                                                                              |     |          |      |        |                        |
|                        | Descriptions of bolts shall be deemed to include nuts and washers                                                                                                                                                                                                                |     |          |      |        |                        |
|                        | Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete                                                                                                                                     |     |          |      |        |                        |
|                        | Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete                                                                                                                        |     |          |      |        |                        |
|                        | Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete. Where anchor bolts are described as embedded in sides or soffits of concrete it shall be deemed to include holes through formwork. |     |          |      |        |                        |
|                        | Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.                                                                                                                       |     |          |      |        |                        |
|                        | <b><u>WELDED STEEL FRAMEWORK, COLUMNS, ETC</u></b>                                                                                                                                                                                                                               |     |          |      |        |                        |
|                        | <b>Canopy, Carports and Steel Structures roofing</b>                                                                                                                                                                                                                             |     |          |      |        |                        |
|                        | <b>Mild steel</b>                                                                                                                                                                                                                                                                |     |          |      |        |                        |
| 4,1                    | 100 x 100 x 3mm Thick tubular section columns                                                                                                                                                                                                                                    | m   | 1,00     | R -  | R -    | R -                    |
| 4,2                    | 100 x 100 x 3mm Thick tubular section beams                                                                                                                                                                                                                                      | m   | 1,00     | R -  | R -    | R -                    |
| 4,3                    | Extra over 100 x 100 x 3mm Thick tubular section for welded angle tee, end, etc                                                                                                                                                                                                  | No  | 1,00     | R -  | R -    | R -                    |
| 4,4                    | 50 x 50 x 3mm Tubular section purlins                                                                                                                                                                                                                                            | m   | 1,00     | R -  | R -    | R -                    |
| 4,5                    | Extra over 50 x 50 x 3mm tubular section steel for welded angle, tee, end, etc                                                                                                                                                                                                   | No  | 1,00     | R -  | R -    | R -                    |
|                        | <b>Plates, cleats, etc</b>                                                                                                                                                                                                                                                       |     |          |      |        |                        |
| 4,6                    | 300 x 300 x 16mm Thick base plate four times holed for M10 bolts (elsewhere) welded on                                                                                                                                                                                           | No  | 1,00     | R -  | R -    | R -                    |
| 4,7                    | 100 x 100 x 3mm Thick end plate twice holed for M10 bolts (elsewhere) welded on                                                                                                                                                                                                  | No  | 1,00     | R -  | R -    | R -                    |
|                        | <b>Bolts, etc</b>                                                                                                                                                                                                                                                                |     |          |      |        |                        |
| 4,8                    | M10 x 450mm holding down bolt cast in concrete                                                                                                                                                                                                                                   | No  | 1,00     | R -  | R -    | R -                    |
| 4,9                    | M10 x 100mm expansion bolt                                                                                                                                                                                                                                                       | No  | 1,00     | R -  | R -    | R -                    |
|                        | <b><u>ROOFING ELEMENTS</u></b>                                                                                                                                                                                                                                                   |     |          |      |        |                        |
|                        | <b>Structural steel</b>                                                                                                                                                                                                                                                          |     |          |      |        |                        |
| 4,10                   | 80 x 40 x 2,5mm x 4.35kg/m RHS                                                                                                                                                                                                                                                   | m   | 1,00     | R -  | R -    | R -                    |
| 4,11                   | 80 x 80 x 6mm x 7.34kg/m Angle                                                                                                                                                                                                                                                   | m   | 1,00     | R -  | R -    | R -                    |
| 4,12                   | 100 x 100 x 8mm x 12.20kg/m Angle                                                                                                                                                                                                                                                | m   | 1,00     | R -  | R -    | R -                    |
| 4,13                   | 100 x 50 x 3mm CFLC @ 5.19kg/m                                                                                                                                                                                                                                                   | m   | 1,00     | R -  | R -    | R -                    |
| 4,14                   | 160 IPE @ 15.80kg/m                                                                                                                                                                                                                                                              | m   | 1,00     | R -  | R -    | R -                    |
| <b>CARRIED FORWARD</b> |                                                                                                                                                                                                                                                                                  |     |          |      |        | <b>R -</b>             |

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**Part C3: Scope of Work**

| Item | Description                                                                                                                                                                            | Uom | Quantity | Rate | Labour | Amount Excl. Vat ( R ) |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|------|--------|------------------------|
|      | <b><u>BILL NO. 5 :</u></b>                                                                                                                                                             |     |          |      |        |                        |
| 5    | <b><u>PAINTWORK</u></b>                                                                                                                                                                |     |          |      |        |                        |
|      | <b><u>CLEANING, ETC</u></b>                                                                                                                                                            |     |          |      |        |                        |
|      | Wash down with approved cleaning material by specialist                                                                                                                                |     |          |      |        |                        |
| 5,1  | Internal face brick walls                                                                                                                                                              | m²  | 1,00     | R -  | R -    | R -                    |
| 5,2  | External face brick walls                                                                                                                                                              | m²  | 1,00     | R -  | R -    | R -                    |
| 5,3  | Granolithic to stairs and landings                                                                                                                                                     | m²  | 1,00     | R -  | R -    | R -                    |
|      | <b><u>PAINTWORK ETC TO NEW WORK ON FLOATED PLASTER</u></b>                                                                                                                             |     |          |      |        |                        |
|      | <b><u>One coat universal undercoat and two coats interior quality super acrylic PVA paint</u></b>                                                                                      |     |          |      |        |                        |
| 5,4  | On internal plastered walls                                                                                                                                                            | m²  | 1,00     | R -  | R -    | R -                    |
| 5,5  | On internal plastered ceilings and beams                                                                                                                                               | m²  | 1,00     | R -  | R -    | R -                    |
| 5,6  | On external plastered ceilings                                                                                                                                                         | m²  | 1,00     | R -  | R -    | R -                    |
|      | <b><u>One coat primer and two coats exterior quality super acrylic PVA paint</u></b>                                                                                                   |     |          |      |        |                        |
| 5,7  | On external walls                                                                                                                                                                      | m²  | 1,00     | R -  | R -    | R -                    |
| 5,8  | On top of plastered ledges, cills, etc                                                                                                                                                 | m²  | 1,00     | R -  | R -    | R -                    |
|      | <b><u>One coat pigmented primer and two coats interior non drip enamel paint</u></b>                                                                                                   |     |          |      |        |                        |
| 5,9  | On internal plastered walls                                                                                                                                                            | m²  | 1,00     | R -  | R -    | R -                    |
|      | <b><u>ON PLASTER BOARD</u></b>                                                                                                                                                         |     |          |      |        |                        |
|      | <b><u>One coat universal undercoat and two coats interior quality super acrylic PVA paint</u></b>                                                                                      |     |          |      |        |                        |
| 5,10 | On ceilings, cornices and dry-wall partitioning etc.                                                                                                                                   | m²  | 1,00     | R -  | R -    | R -                    |
|      | <b><u>ON FIBRE CEMENT</u></b>                                                                                                                                                          |     |          |      |        |                        |
|      | <b><u>One coat universal primer and two coats exterior quality super acrylic PVA paint</u></b>                                                                                         |     |          |      |        |                        |
| 5,11 | On fascias and barge boards etc.                                                                                                                                                       | m²  | 1,00     | R -  | R -    | R -                    |
|      | <b><u>ON METAL</u></b>                                                                                                                                                                 |     |          |      |        |                        |
|      | <b><u>Spot priming defects in pre-primed surfaces with zinc chromate primer and applying one universal undercoat and two coats non drip high gloss alkyd enamel paint on steel</u></b> |     |          |      |        |                        |
| 5,12 | On steel doors, frames, gates, fences, grids etc.                                                                                                                                      | m²  | 1,00     | R -  | R -    | R -                    |
|      | <b><u>ON WOOD</u></b>                                                                                                                                                                  |     |          |      |        |                        |
|      | <b><u>One coat wood primer and two coats exterior / interior quality super acrylic PVA paint</u></b>                                                                                   |     |          |      |        |                        |
| 5,13 | On doors, panels etc.                                                                                                                                                                  | m²  | 1,00     | R -  | R -    | R -                    |
| 5,14 | On skirtings, rails, etc not exceeding 300mm girth                                                                                                                                     | m²  | 1,00     | R -  | R -    | R -                    |
| 5,15 | On bulkheads not exceeding 300mm high                                                                                                                                                  | m   | 1,00     | R -  | R -    | R -                    |
|      |                                                                                                                                                                                        |     |          |      |        |                        |
|      | <b>CARRIED FORWARD</b>                                                                                                                                                                 |     |          |      |        | <b>R -</b>             |

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**Part C3: Scope of Work**

| Item                                                                     | Description                                                                                                                                                                                                                                                                                                                                                                                                                                        | Uom | Quantity | Rate |   | Labour |   | Amount Excl. Vat ( R ) |          |
|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|------|---|--------|---|------------------------|----------|
|                                                                          | <b>BROUGHT FORWARD</b>                                                                                                                                                                                                                                                                                                                                                                                                                             |     |          |      |   |        |   | <b>R</b>               | <b>-</b> |
|                                                                          | <b>Two coats interior quality varnish</b>                                                                                                                                                                                                                                                                                                                                                                                                          |     |          |      |   |        |   |                        |          |
| 5,16                                                                     | On doors                                                                                                                                                                                                                                                                                                                                                                                                                                           | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 5,17                                                                     | On skirtings, rails, etc not exceeding 300mm girth                                                                                                                                                                                                                                                                                                                                                                                                 | m²  | 1,00     | R    | - | R      | - | R                      | -        |
|                                                                          | <b><u>PAINTWORK ETC TO PREVIOUSLY PAINTED WORK</u></b>                                                                                                                                                                                                                                                                                                                                                                                             |     |          |      |   |        |   |                        |          |
|                                                                          | <b><u>ON SCREEDED FLOORS, ETC</u></b>                                                                                                                                                                                                                                                                                                                                                                                                              |     |          |      |   |        |   |                        |          |
|                                                                          | <b>Wash down well with sugar soap, rinse with clean water and allow to dry, remove loose and flaking paint, make good cracks and defects with an interior filler, allow to dry and sand smooth, and apply two full coats stoep paint on previously painted surfaces in fair condition</b>                                                                                                                                                          |     |          |      |   |        |   |                        |          |
| 5,18                                                                     | On screeded floors                                                                                                                                                                                                                                                                                                                                                                                                                                 | m²  | 1,00     | R    | - | R      | - | R                      | -        |
|                                                                          | <b><u>PAINT ON PLASTER, ETC.</u></b>                                                                                                                                                                                                                                                                                                                                                                                                               |     |          |      |   |        |   |                        |          |
|                                                                          | <b>Wash down well with sugar soap, rinse with clean water and allow to dry, remove loose and flaking paint, make good cracks and defects with an interior filler, allow to dry and sand smooth, spot prime bare and repaired areas with plaster primer thinned 20% with mineral turpentine and apply universal undercoat to repaired areas and apply two full coats acrylic PVA paint on previously painted surfaces in fair condition</b>         |     |          |      |   |        |   |                        |          |
| 5,19                                                                     | On plastered ceilings and beams                                                                                                                                                                                                                                                                                                                                                                                                                    | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 5,20                                                                     | On internal plastered walls                                                                                                                                                                                                                                                                                                                                                                                                                        | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 5,21                                                                     | Raking soffits of stairs and landings                                                                                                                                                                                                                                                                                                                                                                                                              | m²  | 1,00     | R    | - | R      | - | R                      | -        |
|                                                                          | <b>Wash down well with sugar soap, rinse with clean water and allow to dry, remove loose and flaking paint, make good cracks and defects with an external filler, allow to dry and sand smooth, spot prime bare and repaired areas with plaster primer thinned 20% with mineral turpentine and apply universal undercoat to repaired areas and apply two full coats washable mat enamel paint on previously painted surfaces in fair condition</b> |     |          |      |   |        |   |                        |          |
| 5,22                                                                     | On internal plastered walls                                                                                                                                                                                                                                                                                                                                                                                                                        | m²  | 1,00     | R    | - | R      | - | R                      | -        |
|                                                                          | <b>Wash down well with sugar soap, rinse with clean water and allow to dry, remove any rust, loose and flaking paint and treat rusted areas only with an approved rust inhibitor, spot prime bare metal areas with zinc chromate metal primer, and apply one coat universal undercoat to primed areas and two full coats enamel on previously painted surfaces in fair condition</b>                                                               |     |          |      |   |        |   |                        |          |
| 5,23                                                                     | On doors and pressed steel door and window frames                                                                                                                                                                                                                                                                                                                                                                                                  | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 5,24                                                                     | On window frames                                                                                                                                                                                                                                                                                                                                                                                                                                   | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 5,25                                                                     | On balustrading                                                                                                                                                                                                                                                                                                                                                                                                                                    | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 5,26                                                                     | On burglar doors, bars, etc                                                                                                                                                                                                                                                                                                                                                                                                                        | m²  | 1,00     | R    | - | R      | - | R                      | -        |
|                                                                          | <b>Wash down well with sugar soap, sand down, rinse with clean water and allow to dry, remove any loose flaking varnish and treat exposed areas only with a sealer and apply two coats clear varnish on previously varnished surfaces in fair condition</b>                                                                                                                                                                                        |     |          |      |   |        |   |                        |          |
| 5,27                                                                     | On doors, frames, etc                                                                                                                                                                                                                                                                                                                                                                                                                              | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 5,28                                                                     | On timber panneling                                                                                                                                                                                                                                                                                                                                                                                                                                | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 5,29                                                                     | On general surfaces of fittings, linings, etc                                                                                                                                                                                                                                                                                                                                                                                                      | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| 5,30                                                                     | On window cill not exceeding 300mm girth                                                                                                                                                                                                                                                                                                                                                                                                           | m²  | 1,00     | R    | - | R      | - | R                      | -        |
| <b>TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (BILL NO. 5 : PAINTWORK)</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |          |      |   |        |   | <b>R</b>               | <b>-</b> |

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**Part C3: Scope of Work**

| Item     | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Uom            | Quantity | Rate | Labour | Amount Excl. Vat ( R ) |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------|------|--------|------------------------|
|          | <b><u>BILL NO. 6</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |          |      |        |                        |
| <b>6</b> | <b><u>DEMOLITIONS, REMOVALS AND ALTERATIONS - SANS 2001-CM2</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |          |      |        |                        |
|          | <b>Old materials</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |          |      |        |                        |
|          | Old materials from alterations except where described to be reused or handed over, become the property of the Contractor who must allow credit for same in the item rates as described below. Old materials from the removals and alterations except where described to be reused or handed over, as well as old rubbish, etc must regularly be carted from the site and not be allowed to accumulate on or around the site. None of the old materials are to be used for new work except where specifically described as to be handed over by the contractor to the Employer. Such materials or articles shall be properly stored by the contractor until handing over thereof. The contractor shall obtain an official receipt listing the materials or articles and dates of handing over. If the contractor fails to submit the receipt when requested to do so it shall be deemed that the materials or articles are still in his possession and he will be held liable to the Employer for the full replacement value thereof which amount will be deducted from any monies due to the contractor |                |          |      |        |                        |
|          | Rates must be shown in full and extended and not lumped.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                |          |      |        |                        |
|          | The Employer reserve the right to keep any or all of the old materials                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                |          |      |        |                        |
|          | <b><u>BUILDING UP OPENINGS</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |          |      |        |                        |
|          | <b>Brickwork in NFP bricks in class II mortar in building up openings</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                |          |      |        |                        |
| 6,1      | 115mm brickwall                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
| 6,2      | 230mm brick walls                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
| 6,3      | 345mm brick walls                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
|          | <b>Brickwork in NFP bricks in class II mortar in building up openings, including bonding new to existing and making good cement plaster on both sides (paint elsewhere mesured)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |          |      |        |                        |
| 6,4      | 110mm brickwall                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
| 6,5      | 220mm brick walls                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
| 6,6      | 345mm brick walls                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
|          | <b>Sundries</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |          |      |        |                        |
| 6,7      | Cutting toothings and bonding new brickwork to existing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
|          | <b>Face bricks pointed with flush horizontal and vertical joints</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                |          |      |        |                        |
| 6,8      | Extra over brickwork for face brickwork in patches                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
| 6,9      | 150mm Wide brick-on-edge header course sill set sloping and slightly projecting                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | m              | 1,00     | R -  | R -    | R -                    |
| 6,10     | Cutting toothings and bonding new face brickwork to existing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | m              | 1,00     | R -  | R -    | R -                    |
|          | <b><u>PREPARATORY WORK TO EXISTING SURFACES</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                |          |      |        |                        |
| 6,11     | Cutting out joints of existing brickwork to receive plaster                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
| 6,12     | Hacking face of existing concrete columns, beams, etc to receive plaster                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
| 6,13     | Making good defects in existing screeded floors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | m <sup>2</sup> | 1,00     | R -  | R -    | R -                    |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |          |      |        |                        |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |          |      |        |                        |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                |          |      |        |                        |
|          | <b>CARRIED FORWARD</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                |          |      |        | <b>R -</b>             |

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| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**MOGALE CITY LOCAL MUNICIPALITY**
**TENDER NO: PWRT (B&F) 13/2023**
**TENDER: REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS**
**Part C3: Scope of Work**

| Item | Description                                                                                  | Uom | Quantity | Rate | Labour | Amount Excl. Vat ( R ) |
|------|----------------------------------------------------------------------------------------------|-----|----------|------|--------|------------------------|
|      |                                                                                              |     |          |      |        | R -                    |
|      | <b><u>MAKING GOOD OF FINISHES ETC.</u></b>                                                   |     |          |      |        |                        |
|      | <b>Making good face brickwall</b>                                                            |     |          |      |        |                        |
| 6,14 | Brickwork at end of half brick wall                                                          | m   | 1,00     | R -  | R -    | R -                    |
| 6,15 | Brickwork at end of one brick wall                                                           | m   | 1,00     | R -  | R -    | R -                    |
|      | <b>Making good "Rhino" gypsum plasterboard ceilings and brandering</b>                       |     |          |      |        |                        |
| 6,16 | Ceiling in patches                                                                           | m²  | 1,00     | R -  | R -    | R -                    |
| 6,17 | Ceilings where half brick walls removed                                                      | m²  | 1,00     | R -  | R -    | R -                    |
| 6,18 | Ceilings where one brick walls removed                                                       | m²  | 1,00     | R -  | R -    | R -                    |
| 6,19 | Traps Door in gypsum ceiling, size 650mm x 650mm                                             | m²  | 1,00     | R -  | R -    | R -                    |
| 6,20 | Traps Door in fibre cement ceiling, size 650mm x 650mm                                       | m²  | 1,00     | R -  | R -    | R -                    |
|      | <b>Making good vinyl floor tiles</b>                                                         |     |          |      |        |                        |
| 6,21 | Floors in patches                                                                            | m²  | 1,00     | R -  | R -    | R -                    |
| 6,22 | Floors where partitions removed                                                              | m   | 1,00     | R -  | R -    | R -                    |
| 6,23 | Floors where one brick walls removed                                                         | m   | 1,00     | R -  | R -    | R -                    |
| 6,24 | Floors where one brick walls removed                                                         | m   | 1,00     | R -  | R -    | R -                    |
|      | <b>Making good untinted granolithic</b>                                                      |     |          |      |        |                        |
| 6,25 | Making good screed where brick walls, etc removed not exceeding 300mm wide                   | m   | 1,00     | R -  | R -    | R -                    |
|      | <b>Making good cement screeds</b>                                                            |     |          |      |        |                        |
| 6,26 | 30mm thick floors in patches                                                                 | m²  | 1,00     | R -  | R -    | R -                    |
| 6,27 | Making good screed where brick walls, etc removed not exceeding 300mm wide                   | m   | 1,00     | R -  | R -    | R -                    |
| 6,28 | Making good plaster to face of walls where brick walls, etc removed not exceeding 300mm wide | m   | 1,00     | R -  | R -    | R -                    |
| 6,29 | Making good plaster to concrete ceiling where wall removed not exceeding 300mm wide          | m   | 1,00     | R -  | R -    | R -                    |
|      | <b>Making good internal cement plaster</b>                                                   |     |          |      |        |                        |
| 6,30 | Walls in patches                                                                             | m²  | 1,00     | R -  | R -    | R -                    |
| 6,31 | Concrete ceilings in patches                                                                 | m²  | 1,00     | R -  | R -    | R -                    |
| 6,32 | Walls where half brick walls removed                                                         | m²  | 1,00     | R -  | R -    | R -                    |
| 6,33 | Walls where one brick walls removed                                                          | m²  | 1,00     | R -  | R -    | R -                    |
| 6,34 | Concrete ceilings where half brick walls removed                                             | m²  | 1,00     | R -  | R -    | R -                    |
| 6,35 | Concrete ceilings where one brick walls removed                                              | m²  | 1,00     | R -  | R -    | R -                    |
|      | <b>Making good white glazed tiles</b>                                                        |     |          |      |        |                        |
| 6,36 | Walls in patches                                                                             | m²  | 1,00     | R -  | R -    | R -                    |
| 6,37 | Walls where half brick walls removed                                                         | m²  | 1,00     | R -  | R -    | R -                    |
| 6,38 | Walls where one brick walls removed                                                          | m²  | 1,00     | R -  | R -    | R -                    |
|      |                                                                                              |     |          |      |        |                        |
|      | <b>CARRIED FORWARD</b>                                                                       |     |          |      |        | R -                    |

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**TENDER NO: PWRT (B&F) 13/2023**

**TENDER: REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS**

### Part C3: Scope of Work

| Item                                                                                         | Description                          | Uom | Quantity | Rate | Labour | Amount Excl. Vat ( R ) |
|----------------------------------------------------------------------------------------------|--------------------------------------|-----|----------|------|--------|------------------------|
|                                                                                              | Making good porcelain tiles          |     |          |      |        | R -                    |
| 6,39                                                                                         | Walls in patches                     | m²  | 1,00     | R -  | R -    | R -                    |
| 6,40                                                                                         | Walls where half brick walls removed | m²  | 1,00     | R -  | R -    | R -                    |
| 6,41                                                                                         | Walls where one brick walls removed  | m²  | 1,00     | R -  | R -    | R -                    |
| TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (BILL NO. 6 - DEMOLITIONS,REMOVALS AND ALTERATIONS) |                                      |     |          |      |        |                        |
|                                                                                              |                                      |     |          |      |        | R -                    |

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| Contractor 1   |  | Contractor 2   |  |

| MOGALE CITY LOCAL MUNICIPALITY                                                                                                                                |                                        |      |         |                    |         |                    |         |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|------|---------|--------------------|---------|--------------------|---------|
| REPAIRS AND MAINTENANCE OF WATERPROOF , DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS |                                        |      |         |                    |         |                    |         |
| FINAL SUMMARY                                                                                                                                                 |                                        |      |         |                    |         |                    |         |
|                                                                                                                                                               |                                        |      | YEAR 01 |                    | YEAR 02 |                    | YEAR 03 |
| Bill No.                                                                                                                                                      |                                        | Page |         | Annual % Increment | Rands   | Annual % Increment | Rands   |
| 1                                                                                                                                                             | PRELIMINARIES AND GENERAL              | 126  | R       | -                  | R       |                    | R       |
| 2                                                                                                                                                             | WATERPROOFING                          | 129  | R       | -                  | R       |                    | R       |
| 3                                                                                                                                                             | ROOF COVERINGS, ETC                    | 133  | #REF!   |                    | R       |                    | R       |
| 4                                                                                                                                                             | METAL WORKS                            | 135  | R       | -                  | R       |                    | R       |
| 5                                                                                                                                                             | PAINTWORK                              | 137  | R       | -                  | R       |                    | R       |
| 6                                                                                                                                                             | DEMOLITIONS, REMOVALS AND ALTERATIONS  | 140  | R       | -                  | R       |                    | R       |
|                                                                                                                                                               | SUB-TOTAL                              |      | R       |                    | R       |                    | R       |
|                                                                                                                                                               | ADD: 10% TO SUB-TOTAL FOR CONTIGENCIES |      | R       |                    | R       |                    | R       |
|                                                                                                                                                               | VAT: 15%                               |      | R       |                    | R       |                    | R       |
|                                                                                                                                                               | TOTAL                                  |      | R       |                    | R       |                    | R       |

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MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C3: SCOPE OF WORK

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| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

**PART C3: SCOPE OF WORK****C3.1 Description of the Works****C3.1.1 General**

The Standardized Specifications applicable to these contract are listed in the Project Specification i.e., Repairs and Maintenance of Waterproofing, Damp Proofing, Roofing Elements and General Painting.

**C3.1.2 Status**

Should any requirement of the Project Specification conflict with any requirement of the standardized or particular specifications, the requirements of the Project Specifications shall prevail.

**C3.1.3 Employers Objectives**

The objective of the Employer is to appoint a maintenance Contractor/s for the execution of the identified work within time, cost, and performance and quality standards for Mogale City's building portfolio as listed in Part C4 – Site information

**C3.1.4 Overview of the Works**

Mogale City Local Municipality (MCLM) primary objectives is to maintain the municipal building infrastructure. This contract will cover the painting and waterproofing of the buildings and facilities portfolio.

The description listed hereunder is merely an outline of the works to be done in terms of the Contract, and shall not limit the work to be carried out by the Contractor.

Contractors may make use of sub-contractors for a specialized service where the required skills are not available. Sub-contractors shall be based within the boundaries of Mogale City. A SLA (Service Level Agreement) must be signed by the Contractor as well as any other sub-contractor involved in the maintenance.

MCLM has a wide and diverse range of properties in its portfolio. This ranges from residential units to office accommodation, sport and recreation facilities to the civic centre. The applicable maintenance items are as far as possible captured in the Schedule of Quantities and the related specifications. This tender is, however, not limited to the listed items and the price and specifications for items not listed will be negotiated with the contractor but as far as possible be paid by the tendered rates for materials and consumables.

Repairs and Maintenance of Waterproofing, Damp Proofing, Roofing Elements and General Painting in the various MCLM buildings needs to be done in a structured manner. The work need to be carried out by suitably qualified and experienced artisans. Tasks will be requested and managed in a well-defined manner with strict monitoring systems and principals.

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**C3.1.5 DILIGENCE****Termination**

If it is found that;

- a) The contractor does not install the correct material and work not according to the relevant specification and/or the instructions of the supplier of the equipment, material and/or system;
- b) The contractor and/or his/her workmen are found to dump rubble and/or waste illegally on any other place than legal dumping facilities;
- c) If the contractors response time and work completion period are not within the specified quoted time frame;
- d) The Contractor will be given **7 (seven) calendar days written notice** to rectify the situation;
- e) If the Contractor does not respond positively to the satisfaction of the **responsible Municipal Official and/or Project Manager**;

This will result in the **termination of the contract**.

**C3.1.6 Management Meetings and Progress report**

The following meetings and progress report will be required as minimum for the management of the contract.

- Monthly client site meeting (using standard agenda for management control) and progress report.
- Technical meetings and progress report as required for each phase of the work.
- Monthly safety meetings and progress report in terms of the OHS requirements.

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## PART C3: SCOPE OF WORK

### C3.2.1 Project Specifications

#### C3.2.1.1 General Description

Each building with its finishes and furnishings may require work that may include any one or more of the following activities as set out in clause C3.2.3 below: repair, servicing, testing and maintenance during the term of the Contract.

### C3.2.2 Description of site

The locations of the works are in Mogale City as shown in Part C4 – Site information.

### C3.2.3 Details of contract

**The contract consists of repair and maintenance services to buildings in each area. The following is included:**

- Painting and waterproofing to all building and building related Building infrastructure : Ceilings, doors, walls, windows, and roofs, including but not limited to:
- Painting of:
  - a) Gates and fences
  - b) Carports and steel structures
  - c) Verandah's and canopies
  - d) New works
- General fault finding and waterproofing of
  - e) Roofs
  - f) Windows and doors
  - g) Torch-on waterproofing systems
- Damp proofing with an approved liquid waterproofing system or cementitious waterproofing system
- Repairs and replacement of various roofing elements and coverings

The description of the Works given above is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

Approximate quantities of each type of work are given in the Schedules of Quantities.

**The contract also consists of making provision for provisional sums and prime cost amounts for all kinds of specialist work, etc.:**

In general, specialist installations envisaged will be of the following, but not limited to;

- Thatch roofing;
- Industrial scaffolding, plant and equipment etc.;
- Gutters, downpipes, and box gutters; Weep holes, wherever encountered and necessary; and
- All other related and relevant work

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The process to be followed for work not covered or specified in both the Scope of Work (SoW) and the BoQ requires a submission of three (3) quotations prior to permission being granted for a go - ahead.

**CIDB GRADING: 4SN OR 3SNPE OR HIGHER**

### **C3.2.4 Contract Management**

#### **C2.2.4.1 Assistance by Contractor**

The Contractor shall at all times assist the Contract Manager/s to carry out his/her/their duties according to the applicable clauses of the SLA, General Conditions of Contract entered into amongst Mogale City Local Municipality, and the appointed service provider(s).

### **C3.2.5 Features requiring special attention**

#### **C3.2.5.1 Repairs**

The Contractor shall have enough staff, equipment and materials to attend to various repairs simultaneously.

##### **(a) Breakdown Repairs**

Breakdown repairs refer to repairing defects (including malfunctions) which are carried out on an ad - hoc basis when a defect occurs.

The Contractor will be paid for repairing breakdowns using the items listed in the Schedules of Quantities for breakdown maintenance, but should such an item not exist for the work that has to be carried out he/she will be paid in accordance with the rates tendered for labour and material in the Schedules of Quantities.

#### **C3.2.5.2 Replacement of items**

Where it is necessary to replace any existing item with a new item under this Contract, the new item shall be of at least the same quality as the existing item. The municipality shall have the right to reject the item if it is of inferior quality. Material removed shall remain the property of the municipality until such time, it is communicated to the contractor for disposal.

### **C3.2.6 Site to be kept clean**

During progress of the works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he/she is responsible in an orderly and safe manner and shall keep the site free from debris and obstructions inter alia in compliance with Construction Regulations, 2014, as promulgated in Government Gazette No: 37307 and Regulation Gazette No: 10113 of 07 February 2014, in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (OHS), as amended. All redundant materials, rubbish and waste arising from the work must be regularly removed from the Site at the Contractor's cost and the Site and buildings left clean and tidy.

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**C3.2.7 SANS specifications and codes of practice**

All reference in this document to South African National Standards (SANS) specifications and codes of practice, or any other standard specifications or codes of practice, including National Building Regulations and Standards Act (Act 103 of 1973) (NBRs), and Regulations as amended, shall be deemed references to the latest issues of such specifications and codes.

**C3.2.8 Materials**

The Contractor shall attach to his/her accounts original supplier's tax invoices for new parts, components and materials to be used or that were used for repair work requiring non-scheduled items. The full description similar to that required to order an item from a supplier, i.e. Make: model, serial number, size, capacity, etc. shall be listed on the account.

The Contract Manager reserves the right to:

- a) Supply to the Contractor new parts, components and materials required to undertake repairs, or
- b) If the price submitted by the Contractor is unacceptably high, obtain quotations for such new parts, components and materials from other independent sources, and after making reasonable allowance for Contractor's mark-up, adjust the Contractor's price accordingly.

The above applies to new parts, components and materials that are to be used for both maintenance and repair.

Where no rate is tendered in the Schedule of Quantities for new items the prices for new items given by the Contractor shall be in line with prices of similar items in the Schedule of Quantities or reasonable prices in the industry, and paid the mark up in the schedule of quantities.

Unless stated otherwise in writing by the Project Manager, all proprietary materials are to be used, mixed, applied, fixed, etc., strictly in accordance with the manufacturer's recommendations.

**C3.2.9 Protection of furniture and equipment**

Most of the work to be done inside buildings and residential accommodation will be carried out where there is furniture and other equipment.

The Contractor shall be responsible for moving the furniture and equipment in order to provide working space for his/her personnel. The movement of furniture and equipment shall be kept to the very minimum and the Contractor shall be solely responsible for any damage to furniture or equipment arising from its removal and/or replacement.

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**C3.2.10 Quality Control**

The Contractor shall at all times ensure that his/her work complies with Specifications.

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his/her own expense, institute a quality-control system and provide experienced Project Manager(s), foremen, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carded out by the Contractor, will be deemed included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Specifications regarding the implementation of a quality assurance system and the minimum frequency of checking required. The Contractor shall, at his/her own discretion, increase this frequency where necessary to ensure adequate control.

**C3.2.11 Additional Work**

The Contractor shall have enough staff, equipment and materials to cope with additional repair work as determined by the Contract Manager. The additional work shall be carried out at tendered rates.

Should the Employer decide during the Contract period to add to the scope of the repair work under his/her Contract, such additional work shall be carried out without in any way detrimentally affecting repair and maintenance work already in progress. To achieve this, the Contractor shall employ enough additional staff and bring onto the Site such extra equipment as may be necessary. Payment for such additional work will be at negotiated rates only if the work is different to that already in progress.

**C3.2.12 Applicable Standardized Specifications**

For the purposes of this Contract, the following SANS 1200 Standardized Specifications shall apply:

- SANS 1200 A: General

**C3.2.13 Operational costs**

The bid is for the operational costs incurred by contractors only. **All operational costs, including transport costs to be incurred by the contractor to render the service must be calculated and expressed in a rate per hour worked in the Schedule of Quantities in the Bid Document:**

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- a) Should it be required of a contractor to work outside normal office hours (7H30 to 16H00) the after hourly rates as tendered will be applicable.
  - b) Contractor to provide monthly reports per building and/or work assigned; and not limited to: response time, types of repairs required and cost, at no extra cost, guarantees, provision to be made for in the Schedule of Quantities, maintenance manual, conclusion, and recommendation.

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| Municipality 1 |  | Municipality 2 |  |
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**C3.2.14 Cost of materials and installation**

The specified material items listed in the Schedule of Quantities to be used shall be priced complete with all installation material required to complete the installation of each item, complete with supply and delivery of different equipment – installation are covered by labour rates separately.

**C3.2.15 Consumables**

Consumables are material and/or specialised equipment to be hired for use on a specific job not covered in the specified Schedule of Quantities, with prior approval from the Project Manager (s).

The consumable cost to be paid by Council will be subject to a certified copy of invoice from the supplier plus percentage mark-up as tendered by the contractor in the schedule of rates.

The contractor must ensure the material obtained is SANS approved or complies with the relevant SANS specification and is the most cost effective cheapest available. Council reserves the right to check prices and to demand a change of material supplier to curb costs.

Material prices may be audited and amended on MCLM's discretion based on average material prices from known suppliers in the Mogale area.

Costs for hiring specialized equipment must be specified under cost of consumables on estimates and invoices.

**Contractors are warned not to “load” Estimates and quotations as this will lead to the services of another contractor being utilized if a compromise cannot be reached.**

**C3.2.16 Call outs, estimates and works orders**

Contractors will be called out by telephone or cell phone to give an estimate on the repairs to be affected at a specific building in accordance with a works order issued by the Council Official concerned as and when required.

Estimates must be submitted showing the description of work to be carried out as per the works order and the specified items rates for supply and install as tendered and must be shown in Schedule format as per payment reference.

The estimate will be evaluated by the Council Official concerned and if satisfied that the costs and time frames are reasonable an **approved WO** will be faxed and/or emailed to the number and/or E-address provided by the contractor for this purpose.

No work, except in emergencies, may be carried out and/or will be paid for if no approved WO has been issued beforehand.

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### C3.2.17 Invoicing

Invoices must correspond with Estimates and must be in accordance with the following format:

**a) Itemised Cost**

Invoices must show the description of work carried out as per the estimate and shall reflect the items in the tender document. As far as practically possible, the bulk of the work shall be priced and claimed from the itemised Schedule of Quantities on prices tendered. This will apply for material supplied and installation and labour cost as priced and invoiced accordingly.

**b) Operational Costs**

Invoices must show operational costs separately from costs of Itemised items and Consumables.

Operational cost shall comprise of the following:

- Transport cost will be as per the rate tendered for different vehicles required to complete the repair and correction of the installation.
- Labour cost claimed **shall** be for work required to be done during normal hours, after hours, weekend, and/or on public holidays. It must be invoiced as the number of hours worked as the rate tendered for different personnel utilised.

**c) Cost of Consumables**

Cost of Consumables used shall **only apply to special items** not covered under the Itemised cost and with prior approval of the Project Manager concerned, as per the WO. The invoices must show it separately from the Itemised and Operational costs.

All Consumables must be specified on a separate list to be attached to the invoice for verification purposes accompanied by certified copy invoices from the supplier plus the percentage (%) mark-up as tendered.

The separate list must also give a breakdown of the exact places the material and/or items were used, i.e. Building and room numbers.

### C3.2.18 Signing-off of WO's

- a) After completion of work as specified in WO the relevant Inspector within the Facilities and Buildings Management Division: Building Maintenance section will inspect the work and if satisfied, sign off the WO and hand the original back to the contractor.
- b) A copy of the signed-off WO must be attached to invoices submitted by the contractor as not to delay payment.
  - c) A Certificate of Compliance for the specific work must be attached to the Contractor's invoice.

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### C3.2.19 Performance Management

- a) Contractors must at all times have due regard for the safety of people on sites, according to the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (OHS) and its Regulations as amended. All onsite incidences shall be reported to the MCLM safety officers, with the relevant procedures shall be at-hear-to.
- b) Contractor's personnel shall wear safety clothes branded with the contractor company name and carry approved company ID cards with their picture.
- c) All work to be performed shall comply with SANS 10142-1 and SANS 10142-2 and the standard specification of Mogale City.
- d) Work to be done professionally with due regard not to damage household goods wilfully; all damaged items shall be recovered from the contractor.
- e) No work may be initiated by the contractor without having been expressly instructed to do so by the responsible Council Official.
- f) Invoices will only be processed for payment after the responsible Council Official has inspected the work, is satisfied with its execution, and signed-off the works order.
- g) The Mogale City reserves the right to obtain the services of other contractors, in writing, should, in the opinion of the relevant Project Manager, the prices quoted by a contractor be considered too high for the job at hand and/or the standard of work is unacceptable,
- h) In cases where poor workmanship is identified, the Mogale City reserves the right to recover costs incurred in correcting the poor workmanship.

### C3.2.20 Special conditions

- a) OHS: In terms of section, 37(2) of the Act a valid contractual agreement must be in place between the Employer (MCLM) and the contractor before the contractor can go on site.
- b) Council's OHS Practitioner-Contracts will be of assistance to finalise the contract.
- c) All the work shall carry an unconditional guarantee of 12 months, calculated from the date of completion.

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| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

### C3.2.21 Extent of works

The Works will be carried out by the Contractors under this Contract in the whole area of jurisdiction of the MCLM as indicated in Section C4 of these contract This contract comprise mainly the following components of which the elements requiring Painting and waterproofing are:

- Painting and waterproofing to all building and building related Building infrastructure : Ceilings, doors, walls, windows, and roofs, including but not limited to:
- Painting of:
  - h) Gates and fences
  - i) Carports and steel structures
  - j) Verandah's and canopies
  - k) New works
- General fault finding and waterproofing of
  - l) Roofs
  - m) Windows and doors
  - n) Torch-on waterproofing systems
- Damp proofing with an approved liquid waterproofing system or cementations waterproofing system
- Repairs and maintenance of roofing elements

**The quantities in the Schedule of Quantities are estimates only and will only be used as a guide by MCLM. The actual quantities will be determined by the works required by MCLM to be performed as instructed to the contractor by means of a Work Order.**

It is possible that the MCLM may award the contract to more than one contractor, and the intention is to appoint at least **2** contractors, which will consequently mean that these contractors will, depending on the number appointed, indiscriminately be dispatched to all areas without being specifically dedicated a specific area. Prospective contractors will have to keep this in mind when preparing their bid because the scale of operations will be affected by the number of contractors appointed as well as areas where work is to be executed. The MCLM furthermore reserves the right to not appoint a Contractor for more than one area.

### C3.2.22 Ordering of Materials

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be approximate quantities only. Before ordering materials of any kind, the Contractor shall check with the Contract Manager whether the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Project Manager.

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**C3.2.23 Plant****General**

Except where the contrary is specified or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Contract Manager, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If the work is therefore constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, quantities will be based on the 'authorised' dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Project Manager may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material more than those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be based on the actual dimensions as constructed."

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### C3.3 Health and Safety

#### C3.3.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

##### (a) Construction Regulations, 2014

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall always be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

### C3.4 Technical Specifications

#### **WATERPROOFING, SEALING AND PAINTING OF ROOFS**

##### **Waterproofing**

MCLM's objectives in terms of this specific contract are therefore to ensure protection of all these properties against damage from rainwater and moisture. Given the specialised nature of this function, the work to be contracted hereunder will require strictly the CIDB Grading as indicated hereunder, and this to be produced with every assignment of waterproofing project.

**CIDB GRADING: 4SN /  
3SNPE OR HIGHER**

##### (a) **QUALITY OF MATERIALS**

Material used shall be new and shall comply with the requirements of the relevant South African National Standards (SANS) specifications.

The successful bidder shall provide the representative of the Building Maintenance section with a file of samples with waterproofing material to be used for all new waterproofing to be installed in terms of this tender and criteria above within 7 (seven) days after being notified of the successful bid.

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**(b) NOTES TO CONTRACTOR**

All waterproofing to be laid in strict accordance with the manufacturer/s' requirements. Manufacturer/s' details and specification must be submitted to MCLM's representative before any work on site commences and brief details must be submitted with the tender. All material and workmanship must comply with the relevant SANS specifications as may be applicable to the system and material proposed. Contractor to design and detail the proposed system and this must include all parapet walls, up-stands and flat or sloping surfaces including the Air-Conditioning (AC) plant room areas.

The supplier to specify the type of waterproofing system on his/her proposal, and to be attached. The guarantee shall cover all areas, flashings, expansion joints, steps, drain pipes and areas around, and under AC plants, as may be required in order to render the total roof area waterproof.

The contractor and the supplier of material/owner of material/designer of the system shall be jointly and severally bound for the supply of material and workmanship of the work for at least 10 years calculated from the date of practical completion.

The employer shall not release any payment until receipt and acceptance of the said guarantee. This guarantee shall be delivered not later than 7 days after the letter of acceptance.

Contractors to engage the supplier of the proposed waterproofing system and material to be used, in order to propose the most suitable system for this particular application. It is the contractor/s' responsibility to determine whether and how much of the existing material on flat areas and on the parapets and up-stands must be stripped or removed.

The Contractor shall employ, manage and maintain a Quality Control, and recording system, approved by the Supplier of the Material and/or Author/Owner/Designer of the System and accepted by the MCLM representative.

The Contractor shall notify the MCLM's representative of the completion of each process/section of the work for inspection and witnessing. The signature of the MCLM's representative will not release the Contractor from any responsibility or liability concerning the quality of the work. On completion of the work, but before acceptance of practical completion, the Contractor shall submit to the Employer's representative a complete set of originally completed and signed Quality Assurance forms for approval and record keeping. The contractor to price and allows for any other items including storage, removal of stripped material, etc., that is necessary for the execution of the project.

All stripped material must be kept in a secure and enclosed area to prevent pollution of the stream and environment. Old and stripped material to be kept bundled and in small pieces and free of dust, to be stored in bins or bags. All waste to be removed daily.

The contractor must satisfy him/herself before tendering that he/she can obtain all the necessary materials, tools and equipment for the proper completion of the service to the entire satisfaction of the MCLM's representative and the officer in charge of the service. The contractor to familiarize him/herself with the location of site to price his/her quotation accordingly.

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**NOTE:** It is the responsibility of the contractor that all work and working conditions for the service, is done and maintained in accordance with all relevant safety regulations as accepted and laid down by the Department of Labour, such as the OHS, and any of its regulations that are or may come into force during the duration of the service.

Contractual requirements: To include inter alia: Full Guarantee, OHS requirements, Quality Control, Programming Basic design of system.

Establishment of tools, plant, equipment, and personnel on site

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### 3.4.1 Procedure of Work

- Clean roof surface
- Remove, in sections and progressively, all existing water proofing from roof surface.
- Prepare roof surfaces to receive new water proofing membrane.
- Treat and prepare all movement joints in concrete.
- Treat and prepare all visible surface cracks, loose screed etc.
- Apply and install new water proofing membrane.
- Supply and use of all labour, material, plant and equipment needed to complete the work successfully.
- Painting to new waterproofing
- Painting of existing steel
- Adherence to all National safety requirements during execution of the works.
- Submission of Guarantee. (See details elsewhere)
- Handover of the site.

### 3.4.2 New Waterproofing

(a) **Old, wet and deteriorated waterproofing materials shall be ripped up and removed.**

All waterproofing is to be applied in strict accordance with the manufacturer/s' requirements. Contractors shall

Lodge a Ten-Year Guarantee on all new roofs to be waterproofed prior to commencement of the work.

Note: Generally, the waterproofing requirements are that all screeds, concrete or brick surfaces to be waterproofed, be dry, firm, smooth and free of loose aggregate.

The waterproofing membrane is to be applied fully bonded. Surfaces to which waterproofing is laid torch-on are to be fully primed with a bitumen primer.

Waterproofing shall consist of unspoilt sheets and, unless otherwise described, lapped with 100mm wide side laps and 150mm wide end laps, the waterproofing membrane to be well sealed at all laps, angles, edges and fillets by torch-on fusion.

(b) **Waterproofing**

Supply all labour and material to install new one layer best quality torch-on system or any OTHER SANS APPROVED WATERPROOFING SYSTEM to be inspected by the supplier of material on completion including the guarantee of the system

4mm Thick fully bonded and sealed to the roof deck by torch-on fusion. Side laps 100mm and end laps 150mm sealed together by torch-on fusion turn-up and turn-

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downs. Similarly fused to the primed surfaces and well-fixed to angles, outlets, fillets, and flat edges, including all square cutting and waste.

The whole treatment finished with two coats of bituminous aluminium paint.

### 3.4.3 Specification for Balcony Areas

#### Ten-Year Guarantee

1. Prime the smooth screed surfaces (by others) and the turn-ups with Tal Primer. Allow to dry.
2. Apply a base coat of Tal Superflex I or equivalent approved acrylic emulsion to the primed surfaces and whilst wet, embed a reinforcing layer of WP 1100 polyester fabric with overlaps of 50mm wide. Allow to dry.
3. Apply an impregnating coat of the acrylic emulsion to the treated surfaces and ensure that complete saturation of the membrane is obtained. Allow to dry thoroughly.
4. Apply a final top coat of Tal Superflex I or equivalent approved acrylic emulsion and allow to dry. The whole application is to be left in its natural white finish (to receive paving tiles by yourselves or others - Refer item 3 in the General Notes below)

The Tal Superflex I or equivalent approved waterproofing system must be allowed to dry for at least 3 days (depending on ambient conditions) before the paving tiles are laid on the balconies. We would also recommend that the balconies should not be used for a week after the tiles and grouting have been installed. This ensures the installation is thoroughly cured.

It is imperative that Tal Goldstar 6 or equivalent approved adhesive mixed with Tal Bond or equivalent approved (replacing the water in the mix) must be used to fix the tiles in a solid bed of adhesive after completion of the waterproofing.

Similarly, Tal or equivalent approved Floor Grout mixed with Tal Bond or equivalent approved must be used for the grouting. Should you require further information in this regard, kindly contact our office.

### 3.4.4 Specification for Flat Concrete Roof Areas – New Work

#### Ten-Year Guarantee

1. Sweep the roof surfaces to remove loose dirt etc.
2. Prime the roof decks, parapet walls and the turn-ups with bituminous primer. Allow solvents to flash off.
3. On a smooth prepared screed to falls (by others), supply and lay one layer of Derbigum Special Polyester (SP4) or equivalent approved dual reinforced roofing, 4mm thick, lapped 75mm on sides and 100mm on ends, fully bonded to the roof decks by 'torch-on' L.P. gas fusion.

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4. On a smooth plastered surface (by others), supply and lay one layer of Derbigum Special Polyester SP4 or equivalent approved dual reinforced polyester roofing, 4mm thick, lapped 75mm on sides, fully bonded to the parapet walls by 'torch-on' L.P. gas fusion.
5. Apply stitch-bond polyester flashings, 150mm wide embedded in Daraflex or equivalent approved rubberised bitumen emulsion to the turn-ups.
6. Apply a protective coat of A.B.E. 'Silvakote' or equivalent approved bituminous-based aluminium paint to the treated roof surfaces, parapet walls and the turn-ups.

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**3.4.5 Specification for Flat Concrete Roof Areas – Removal of Existing Waterproofing**Ten-Year  
Guarantee

1. Rip up the existing waterproofing. Remove all old materials from site and dump.
2. Sweep the roof surface to remove loose dirt and dust etc.
3. Prime the entire roof surface and the turn-ups with bituminous primer. Allow solvents to flash off.
4. Supply and lay one layer of Derbigum Special (SP4) or equivalent approved polyester roofing, 4mm thick, lapped 75mm on sides and 100mm on ends, fully bonded by 'torch-on' L.P. gas fusion.
5. Apply stitch bond polyester flashings, 150mm wide embedded in Daraflex or equivalent approved rubberised bitumen emulsion to the turn-ups.
6. Apply a protective coat of A.B.E. 'Silvakote' or equivalent approved bituminous-based aluminium paint to the treated roof area and the turn-ups.

**3.4.5 Specification for Flat Concrete Roof Areas – Sealing Waterproofing Over Existing**Ten-Year Guarantee

1. Cut the bubbles and seal down all the raised and deteriorated places in the existing waterproofing system by means of a heated steel trowel or naked gas flame.
2. Sweep the roof surface to remove all loose dirt and dust etc.
3. Prime the roof deck and the turn-ups with bituminous primer. Allow solvents to flash off.
4. Over the existing waterproofing on the horizontal roof surface, supply and lay one layer of Derbigum Uni-Torch or equivalent approved polyester roofing, 4mm thick, lapped 75mm on sides and 100mm on ends, fully bonded to the roof deck and the turn ups by 'torch-on' L.P. gas fusion.
5. Apply stitchbond polyester flashings, 150mm wide embedded in Daraflex or equivalent approved rubberised bitumen emulsion to the turn-ups.
6. Apply a protective coat of A.B.E. 'Silvakote' or equivalent approved bituminous based aluminium paint to the roof surface and the turn-ups.

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### 3.4.6 Specification for Flat Concrete Roof Areas – Maintenance

1. Clean all the rainwater outlets of loose dirt and leaves etc.
2. Check all side and end laps of the existing waterproofing system for possible delamination and reseal where necessary by means of a heated steel trowel or naked gas flame.
3. Supply and seal one layer of Derbigum Uni-torch or equivalent approved polyester roofing 4mm thick, in patches over all places where the existing waterproofing system is showing signs of deterioration.
4. Check the existing waterproofing membrane generally for further weak and suspect places and repair as necessary. (Flashings, turn ups, splits, ruptures, dressing into outlets, corners, parapet walls, penetrations, etc.).
5. Coat all the rainwater outlets with Daraflex or equivalent approved rubberised bitumen emulsion. Allow to dry.
6. Sweep the roof surface to remove all loose dirt and dust etc.
7. Repaint the existing waterproofing treatment with a protective coat of A.B.E. 'Silvakote' or equivalent approved bituminous-based aluminium paint.

### 3.4.7 Specification for Expansion Joints to Flat Concrete Roof Areas

Clean all the areas, outlets, etc., of loose dirt, and leaves etc.

#### (a) Expansion Joints Across or with Roof Slope

1. Dress expansion joints with one layer of 1mm thick Neoprene rubber in strips of 300mm wide lapped with 100mm laps in the length and laid along and dressed into joint with both long edges pressure sealed with Neoprene 1010 sealer for a width of 100mm to waterproofing under; two strips of glass fiber membrane each 100mm wide lapped with 50mm laps in the length both set in bitumen liquid along outer edges of rubber strips; and including all angles, ends, junctions, and passing's, etc.

#### (b) Expansion Joints between Roof Slab and Side Wall

1. Lay 10 x 10mm Triangular bitumen mastic fillet along terminating edges abutting brick or concrete and waterproofing and include all angles, and ends, etc.
2. Lay 150mm Girth glass fiber/polyester membrane flashing sealed along length to brick or concrete and waterproofing and include all angles and ends, etc.

#### (c) Expansion Joints between Roof Slab and Side Wall

1. Dress expansion joints with one layer of 1mm thick Neoprene rubber in strips of 300mm wide lapped with 100mm laps in the length and laid along and dressed into joint with both long edges pressure sealed with Neoprene 1010 sealer for a width of 100mm to waterproofing under; two strips of glass fiber membrane each 100mm wide lapped with 50mm laps in the length both set in bitumen liquid along outer edges of rubber strips; and including all angles, ends, junctions, and passing's, etc.

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### 3.4.8 Waterproofing to Metal Roofs

1. Wire brush the metal roof surface to remove all loose rust and paint.
2. Rinse off thoroughly to remove all loose matter and allow to dry.
3. Pop rivet all seams, overlaps and flashings where necessary.
4. Abrade all corroded places to remove rust and then apply a coat of NS4 rust converter to the treated surfaces. Allow to cure.
5. Prime all surfaces where the Daraflex or equivalent approved waterproofing system is to be applied with Daraflex bituminous primer and allow to dry.
6. Apply Daraflex or similar approved bituminous emulsion waterproofing system embedded in a stitchbond polyester supporting membrane 150mm wide over all the side laps.
7. Ditto but in 50 x 50mm patches over the roof screw heads.
8. Apply Daraflex or equivalent approved bituminous rubberised emulsion waterproofing system over the ridge capping's and sidewall flashings.
9. When dry, apply a protective coat of A.B.E. 'Silvakote' or equivalent approved bituminous-based aluminium paint to the entire roof area.

#### (c) COMPLETION

When all work detailed has been completed, clear the area by removing all the rubble related to the given project from the site and dump at a legal dumping site identified by the contractor. Leave the site in a good and perfect condition to the approval of the officer in charge of the service and the Council representatives.

The contractor is advised that all the buildings on the site will be occupied during the process of the service and that she/he is to arrange with the authorities concerned so that the work may be carried out with the least possible inconvenience.

The Contractor must provide for all the equipment, special equipment, safety equipment, generators, tools etc.

**NOTE:** No equipment and/or tools will be provided by  
MCL

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**MOGALE CITY LOCAL MUNICIPALITY**

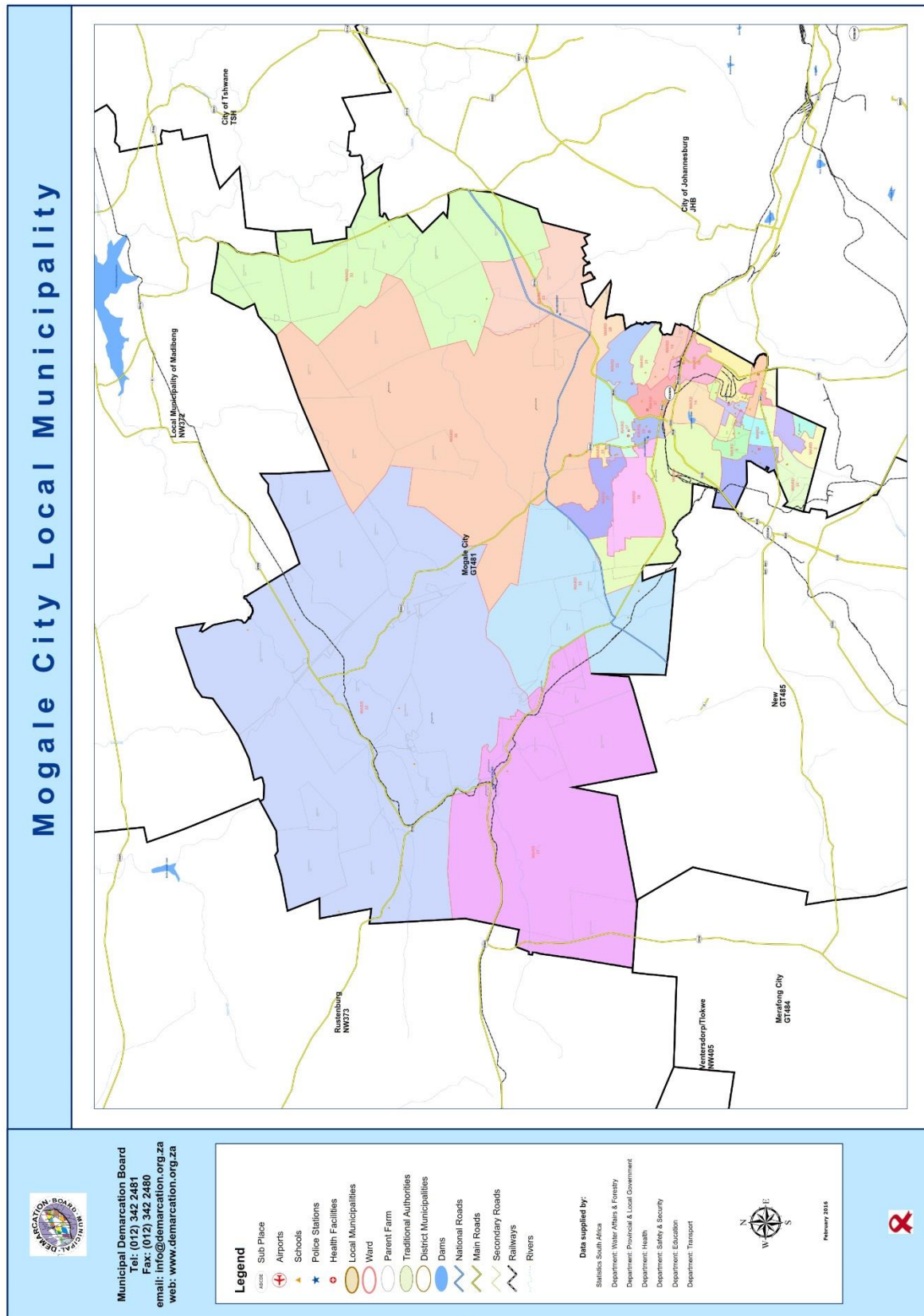


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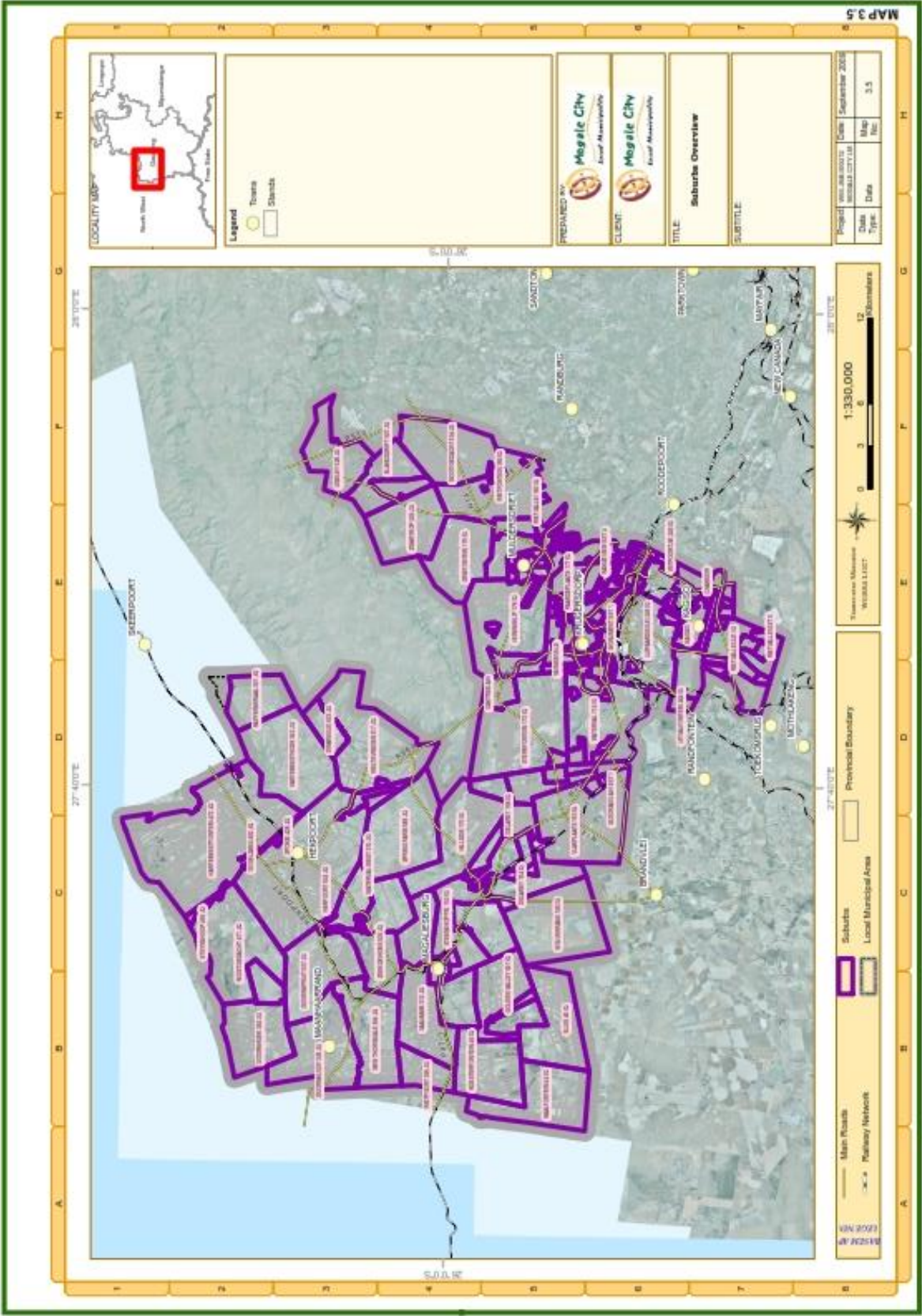
**PART C4: SITE INFORMATION**

- SECTION C4.1 – MAPS OF MOGALE CITY LOCAL MUNICIPALITY
- SECTION C4.2 – MOGALE CITY AREA BREAK DOWN
- SECTION C4.3 – LIST OF FACILITIES AND BUILDINGS
- SECTION C4.4 – FACILITY INSPECTION CHECKLIST
- SECTION C4.5 – BID CHECKLIST

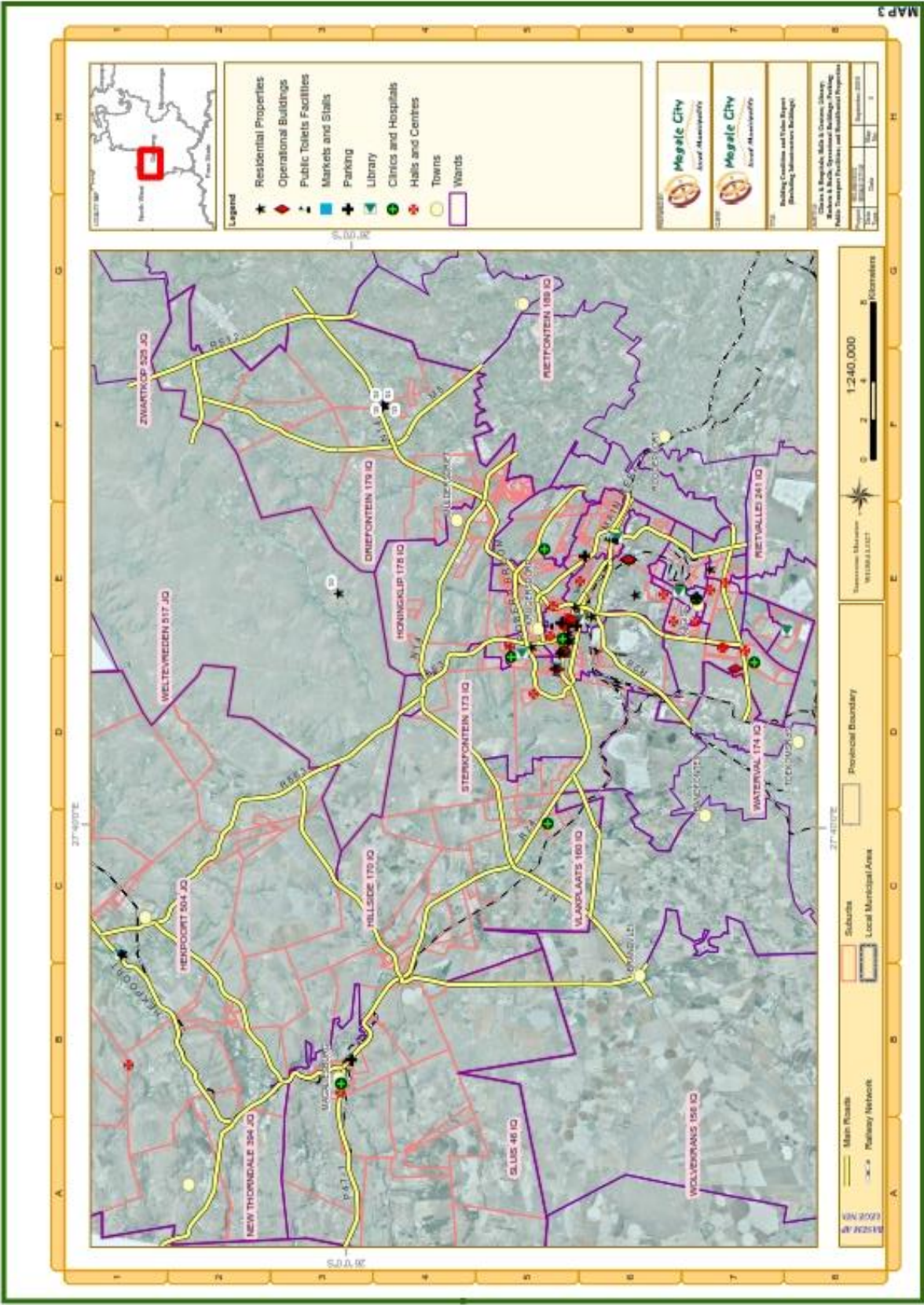
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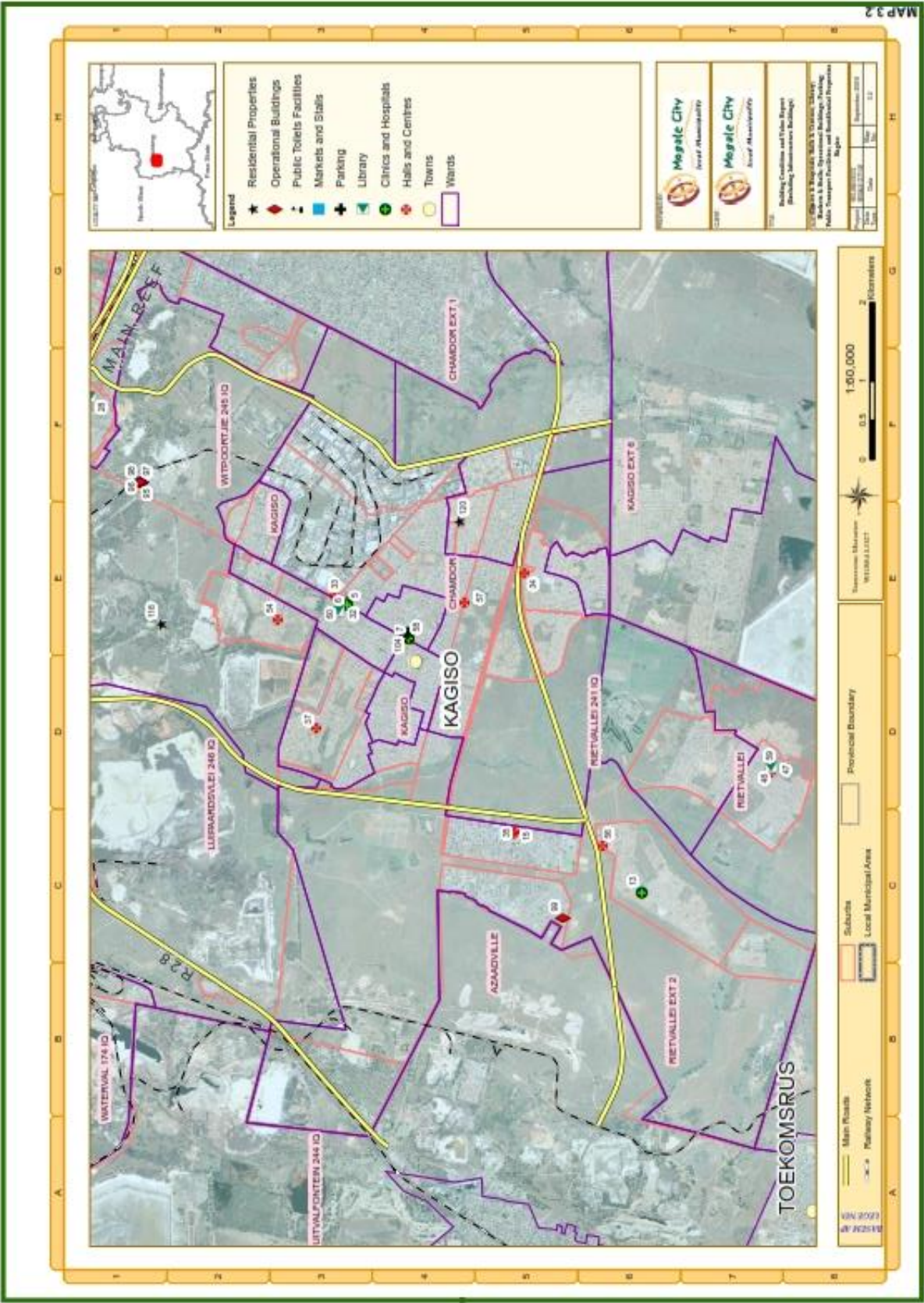
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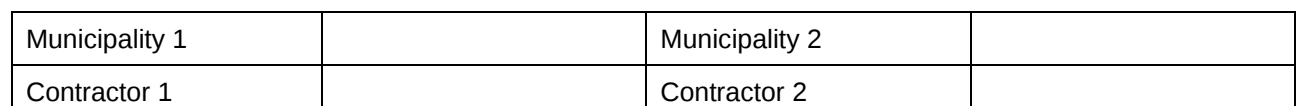
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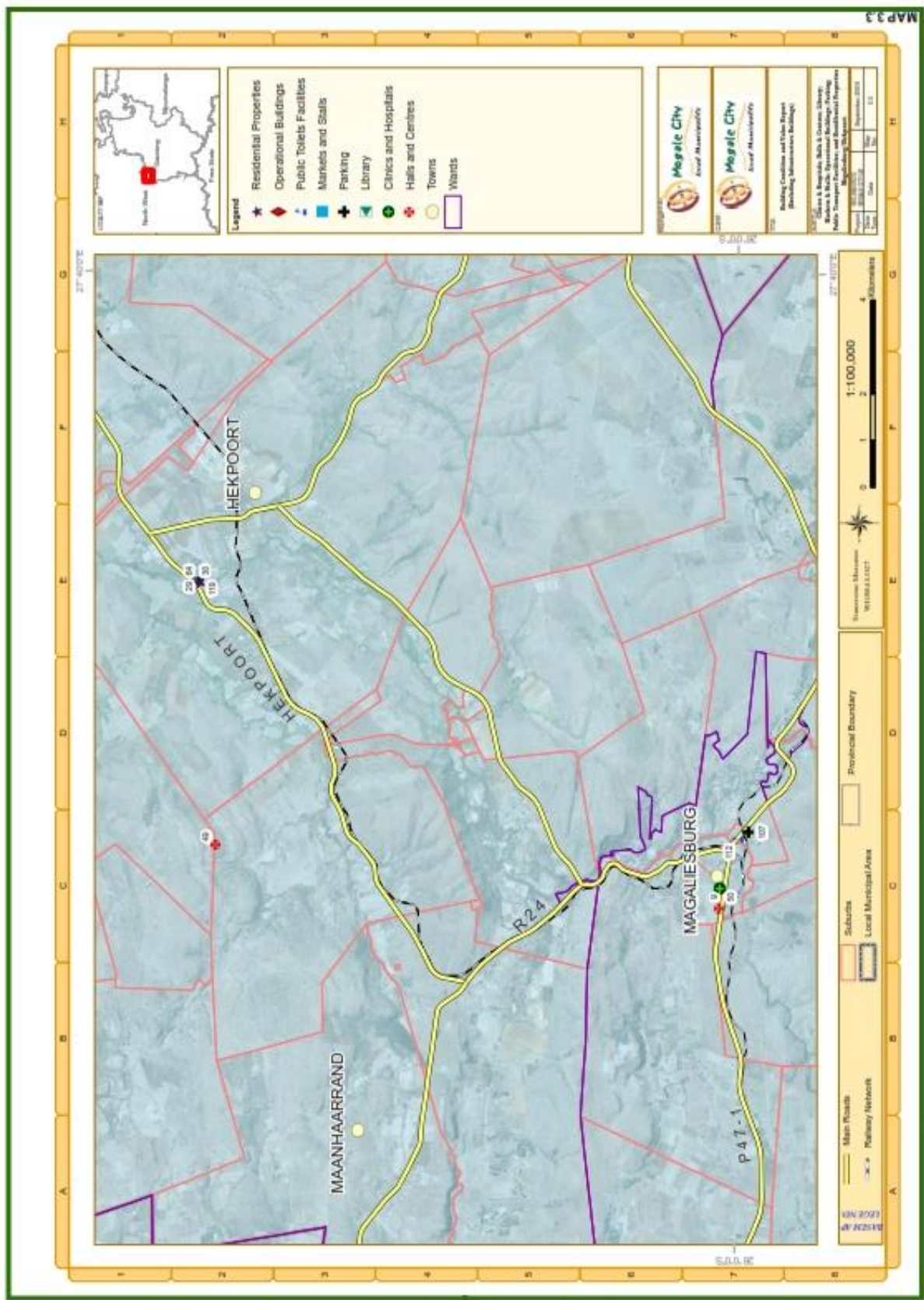


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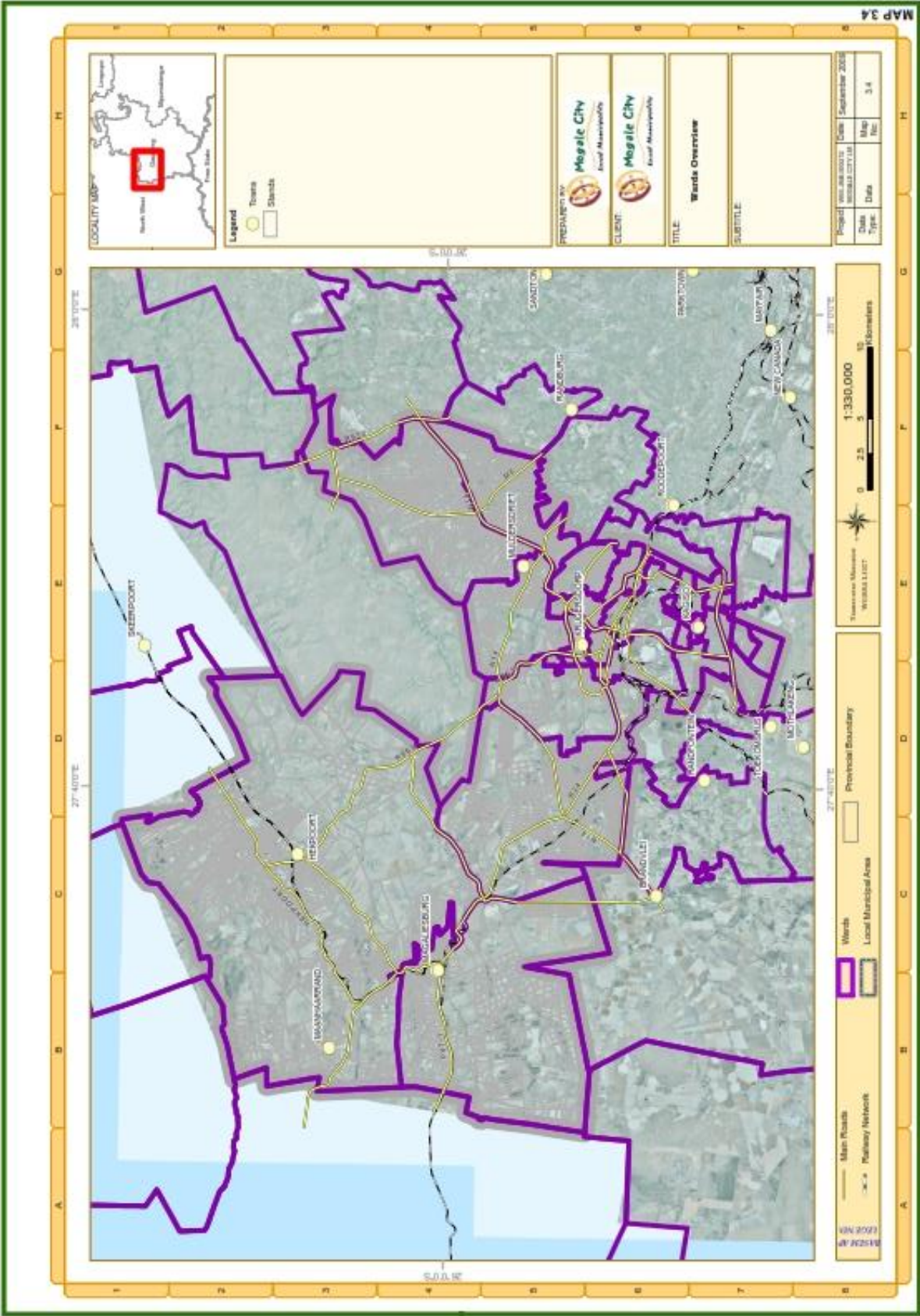


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**C4.2 MOGALE CITY AREA BREAKDOWN.**

| Area Number | Area                                                                                                                      | Buildings                                                                                                                                                                            |
|-------------|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1           | Krugersdorp CBD                                                                                                           | Civic Center<br>Ellerines Building<br>President<br>IEC building<br>Krugersdorp Library                                                                                               |
| 2           | Krugersdorp CBD                                                                                                           | Museum<br>President Flats<br>Jack Cotton Flats<br>Van Riebeeck Flats<br>Traffic Department<br>Jack Smiedt Building                                                                   |
| 3           | Krugersdorp (surrounding areas)<br>- Krugersdorp West<br>- Krugersdorp North<br>- Noordheuwel<br>- Delporten<br>- Chamdor | Municipal Stores<br>Paul Kruger Hall<br>Library Sakkie Nel<br>Swimming Pool<br>Delporten Testing station<br>Chamdor Yard<br>Boiketlo Hostel<br>Scout Hall                            |
| 4           | Munsieville                                                                                                               | Desmond Tutu Library<br>Hostel<br>Clinic<br>School Board<br>Multi Purpose Center<br>Singobile Community Center                                                                       |
| 5           | Tarlton                                                                                                                   | Library<br>Nelson Mandela Hall                                                                                                                                                       |
| 6           | Magaliesburg                                                                                                              | Taxi Rank<br>Public Facility (Toilet<br>Multi Purpose Center<br>Creche<br>Flats                                                                                                      |
| 7           | Hekpoort/Mulderdrift                                                                                                      | <b>Hekpoort</b><br>Multi Purpose Center<br>Ward office 32<br>Library and Craft Center<br>2 x Dwellings<br>2 x semi detached dwelling<br>Outbuildings<br><b>Mulderdrift</b><br>Houses |

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| Area Number | Area                          | Buildings                                                                                                                                                                                                                                                                         |
|-------------|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8           | Luipardvlei/ Lewisham/kenmare | Jublieum Hall<br>Library<br>Parks Department<br>Bowling club<br>Tennis court                                                                                                                                                                                                      |
| 9           | Kagiso                        | Ward office 4<br>Ward office 6<br>Ward office 12<br>Ward office 10<br>Ward office 13<br>Joshua Doore Hostels<br>Hall<br>Library                                                                                                                                                   |
| 10          | Kagiso                        | Library<br>Multi Purpose Center<br>Taxi Rank<br>Kagiso Stadium<br>Kagiso Swimming Pool                                                                                                                                                                                            |
| 11          | Burgershoop                   | Creche<br>Hall<br>Social Services<br>Stores and staff rooms                                                                                                                                                                                                                       |
| 12          | Rietvallei/ Azaadville        | Rietvallei Creche<br>Rietvallei Community Center<br>Rietvallei Library<br>Rietvallei Social Works and Pay point<br>Rietvallei Ward office 2<br>Rietvallei Ext 2 & 3 Clinic<br>Ward office 3<br>Azaadville Municipal Store<br>Azaadville Civic Center<br>Azaadville Sports Complex |

**NOTE:**

**THE BUILDINGS INDICATED ABOVE ARE NOT NECESSARILY ALL THE BUILDINGS INCLUDED IN THE CONTRACT. THE LIST IS ONLY AN INDICATION OF THE SERVICE AREAS.**

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**C4.3 – LIST OF FACILITIES AND BUILDINGS**

| MBL No    | Building type                      | Func Description                    |
|-----------|------------------------------------|-------------------------------------|
| MBL 13501 | APPELPARK HOSUNG                   | Adiministration Support Buildings   |
| MBL 13503 | BOXING GYM AVANTE<br>(KRUGERSDORP) | Administration of Sports Facilities |
| MBL 13504 | CIVIC CENTRE AZAADVILLE            | Adiministration Support Buildings   |
| MBL 13505 | LIBRARY/AZAADVILE                  | Administration of Libraries         |
| MBL 13506 | AZAADVILE PUTT-PUTT COUR           | Adiministration Support Buildings   |
| MBL 13507 | SPORT COMPLEX AZAADVILLE           | Administration of Sports Facilities |
| MBL 13508 | SWIMMING POOL AZAADVILLE           | Administration of Sports Facilities |
| MBL 13510 | HOSTEL BOIKETLO                    | Adiministration Support Buildings   |
| MBL 13511 | BOWLING GREENS STAN FRIED          | Administration of Sports Facilities |
| MBL 13512 | COMMUNITY CENTRE<br>BURGERSHOOP    | Community Facility Management       |
| MBL 13524 | CLUBHOUSE BOWLING<br>KRUGERSDORP   | Administration of Sports Facilities |
| MBL 13525 | CLUBHOUSE BOWLING STAND FR         | Administration of Sports Facilities |
| MBL 13526 | CLUBHOUSE FISHING<br>(CORONATION)  | Administration of Sports Facilities |
| MBL 13527 | CLUBHOUSE GOLFCOURSE               | Administration of Sports Facilities |
| MBL 13528 | CLUBHOUSE JUKSKEI PRETORI          | Administration of Sports Facilities |
| MBL 13529 | CLUBHOUSE NOORDHEUWEL              | Administration of Sports Facilities |
| MBL 13530 | CLUBHOUSE KADIMA LAPA              | Administration of Sports Facilities |
| MBL 13531 | CLUBHOUSE MUNICIPAL SPORT          | Administration of Sports Facilities |
| MBL 13533 | CLUBHOUSE SOCCER AZAADVILLE        | Administration of Sports Facilities |
| MBL 13534 | CLUBHOUSE TENNIS LEWISHAM          | Administration of Sports Facilities |
| MBL 13535 | CLUBHOUSE TENNIS AZAADVILLE        | Administration of Sports Facilities |
| MBL 13536 | CLUBHOUSE TENNIS<br>KRUGERSDORP    | Administration of Sports Facilities |
| MBL 13537 | CLUBHOUSE TENNIS MINDALORE         | Administration of Sports Facilities |
| MBL 13540 | CENTENARYDAM KIOSK AND SC          | Administration of Sports Facilities |
| MBL 13541 | DAM LAYOUT PRETORIUSPARK           | Building Maintenance                |
| MBL 13542 | TRAFFIC DEPARTMENT DELPOR          | Adiministration Support Buildings   |
| MBL 13543 | DELPORTEN LICENCE DEPT             | Adiministration Support Buildings   |
| MBL 13544 | DELPORTEN TESTING GROUNDS          | Adiministration Support Buildings   |
| MBL 13545 | EARLY CHILDHOOD CENTRE             | Community Facility Management       |
| MBL 13548 | FLIP HUMAN SEWER WORKS<br>HOUSING  | Adiministration Support Buildings   |
| MBL 13549 | FLOOD LIGHTS                       | Adiministration Support Buildings   |
| MBL 13555 | JACK SCHMIEDT BUILDING             | Adiministration Support Buildings   |
| MBL 13556 | LIBRARY & CRAFT CENTRE             | Administration of Libraries         |
| MBL 13557 | RECREATION CENTRE HEKPOORT         | Administration of Sports Facilities |
| MBL 13559 | HOCKEYFIELDS (KHOSA CLUB)          | Administration of Sports Facilities |

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## Part C4: Site Information

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|-----------|--------------------------------------|-------------------------------------|
| MBL 13560 | HOUSE ADOLF SCHNEIDER AVE            | Administration of Sports Facilities |
| MBL 13561 | HOUSE CARETAKER CLEANSING            | Administration of Sports Facilities |
| MBL 13562 | HOUSE COMPOUND MANAGER MUN           | Adiministration Support Buildings   |
| MBL 13563 | HOUSE CONDALEROAD 6 (BY S            | Adiministration Support Buildings   |
| MBL 13564 | HOUSE GOULDSTREET 61<br>KRUGERDORP   | Adiministration Support Buildings   |
| MBL 13565 | HOUSE REM OF PORT 1/VLE              | Adiministration Support Buildings   |
| MBL 13566 | HOUSE SWIMMING POOL<br>CORONATION    | Building Maintenance                |
| MBL 13568 | HOUSING                              | Adiministration Support Buildings   |
| MBL 13569 | HOUSING                              | Adiministration Support Buildings   |
| MBL 13570 | HUGENOTE PARK                        | Building Maintenance                |
| MBL 13572 | FLATS JACK COTTON                    | Adiministration Support Buildings   |
| MBL 13574 | HALL JUBILEUM                        | Community Facility Management       |
| MBL 13575 | JUKSKEI COURT                        | Adiministration Support Buildings   |
| MBL 13576 | MULTI PURPOSE CC KAGISO              | Community Facility Management       |
| MBL 13577 | HALL KAGISO                          | Community Facility Management       |
| MBL 13578 | HOSTEL KAGISO                        | Adiministration Support Buildings   |
| MBL 13579 | LIBRARY KAGISO                       | Administration of Libraries         |
| MBL 13580 | KAGISO PARKS                         | Building Maintenance                |
| MBL 13581 | SPORT COMPLEX KAGISO                 | Administration of Sports Facilities |
| MBL 13582 | SWIMMING POOL KAGISO                 | Building Maintenance                |
| MBL 13583 | KAGISO TIPSITE                       | Adiministration Support Buildings   |
| MBL 13584 | CEMETARY KAGISO                      | Adiministration Support Buildings   |
| MBL 13585 | KENNELS (MUNSIEVILLE HOST            | Adiministration Support Buildings   |
| MBL 13587 | CLUBHOUSE: KHOSA CLUB                | Administration of Sports Facilities |
| MBL 13588 | KOEDOE STREET PARK (RANT-EN-<br>DAL) | Building Maintenance                |
| MBL 13589 | KRONNINGS PARK LAPA (CORO            | Building Maintenance                |
| MBL 13590 | KRUGERDORP BOXING GYM                | Administration of Sports Facilities |
| MBL 13591 | KRUGERSDORP CEMETERY CH              | Adiministration Support Buildings   |
| MBL 13592 | HOUSE KRUGERSDORP CEMETARY           | Adiministration Support Buildings   |
| MBL 13593 | KRUGERSDORP CEMETERY & BU            | Adiministration Support Buildings   |
| MBL 13594 | CIVIC CENTRE CENTRAL                 | Adiministration Support Buildings   |
| MBL 13595 | BUILDINGS ( CIVIC CENTRE)            | Adiministration Support Buildings   |
| MBL 13596 | BUILDINGS (LIBRARIES)                | Administration of Libraries         |
| MBL 13597 | KRUGERSDORP MARATHON CLUB            | Administration of Sports Facilities |
| MBL 13598 | SWIMMING POOL KRUGERSDORP            | Administration of Sports Facilities |
| MBL 13609 | LIBRARY LEWISHAM                     | Administration of Libraries         |
| MBL 13611 | LANDFILL SITE LUIPAARDSVLEI          | Adiministration Support Buildings   |
| MBL 13612 | COMMUNITY CENTRE LUSAKA              | Community Facility Management       |
| MBL 13613 | CRECHE/ LUSAKA                       | Administration of Libraries         |
| MBL 13614 | LIBRARY LUSAKA                       | Administration of Libraries         |
| MBL 13615 | LUSAKA PAKRS                         | Building Maintenance                |

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## Part C4: Site Information

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| MBL 13616 | SPORT COMPLEX LUSAKA           | Administration of Sports Facilities |
| MBL 13617 | CEMETARY MAGALIESBERG          | Adiministration Support Buildings   |
| MBL 13618 | CIVIC CENTRE MAGALIESBERG      | Adiministration Support Buildings   |
| MBL 13619 | MULTI PURPOSE CC (UBUNTU)      | Community Facility Management       |
| MBL 13620 | LANDFILL SITE MAGALIESBERG     | Adiministration Support Buildings   |
| MBL 13621 | MAGALIESBERG RECREATION C      | Administration of Sports Facilities |
| MBL 13623 | MAGISTRATE BUILDING (MUS       | Adiministration Support Buildings   |
| MBL 13624 | MARKET BUILDING (CIVIC CENTRE) | Adiministration Support Buildings   |
| MBL 13625 | MC LEAN PARK                   | Building Maintenance                |
| MBL 13626 | CHAMDOR YARD                   | Adiministration Support Buildings   |
| MBL 13627 | FLATS( MAGALIESBERG)           | Adiministration Support Buildings   |
| MBL 13628 | MINDALORE LAPA                 | Building Maintenance                |
| MBL 13629 | MINDALORE PARK                 | Building Maintenance                |
| MBL 13630 | MULDERSDRIFT MPCC              | Community Facility Management       |
| MBL 13631 | LIBRARY MULDERSDRIFT           | Administration of Libraries         |
| MBL 13632 | SPORT COMPLEX MULDERSDRIFT     | Administration of Sports Facilities |
| MBL 13633 | MUNICIPAL YARD & BUILDING      | Adiministration Support Buildings   |
| MBL 13634 | MUNISIVIELLE MPCC              | Community Facility Management       |
| MBL 13635 | HOSTEL MUNSIEVILLE             | Adiministration Support Buildings   |
| MBL 13636 | MUNSIEVILLE PARKS              | Building Maintenance                |
| MBL 13637 | SPORTS COMPLEX MUNSIEVILLE     | Administration of Sports Facilities |
| MBL 13638 | MUNSIEVILLE COMMUNITY CENTRE   | Community Facility Management       |
| MBL 13639 | LIBRARY MUNSIEVILLE            | Administration of Libraries         |
| MBL 13640 | N/R/M COMMUNITY CENTRE         | Community Facility Management       |
| MBL 13641 | HALL NELSON MANDELA            | Community Facility Management       |
| MBL 13642 | NETBALL COURTS                 | Administration of Sports Facilities |
| MBL 13643 | HEKPOORT MPCC                  | Community Facility Management       |
| MBL 13644 | NURSARY & BUILDINGS (GREE      | Building Maintenance                |
| MBL 13649 | PARKS                          | Building Maintenance                |
| MBL 13650 | PARKS HOUSE: OFFICE CORO       | Building Maintenance                |
| MBL 13651 | PAKRS HOUSING WORKERS          | Building Maintenance                |
| MBL 13652 | PARK OFFICES ( CORONATION      | Building Maintenance                |
| MBL 13653 | HALL PAUL KRUGER               | Community Facility Management       |
| MBL 13654 | HOUSE: 61 GOLD STREET          | Adiministration Support Buildings   |
| MBL 13657 | PERCY STEWART WCW HOSTEL       | Adiministration Support Buildings   |
| MBL 13658 | PERCY STEWART WCW WORKSHOP     | Adiministration Support Buildings   |
| MBL 13659 | PERCY STEWART WCW SEWER WORKS  | Adiministration Support Buildings   |
| MBL 13660 | FLATS PIONEER                  | Adiministration Support Buildings   |
| MBL 13663 | BUILDINGS ( OFFICES)           | Adiministration Support Buildings   |
| MBL 13664 | FLATS PRESIDENT                | Adiministration Support Buildings   |
| MBL 13665 | PRETORIUS PARKS KIOSK          | Adiministration Support Buildings   |
| MBL 13666 | PUBLIC FACILITIES AUCTION      | Adiministration Support Buildings   |

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## Part C4: Site Information

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|-----------|---------------------------------|-------------------------------------|
| MBL 13667 | PUBLIC FACILITIES AZAADVILLE    | Adiministration Support Buildings   |
| MBL 13668 | PUBLIC FACILITIES BURGESHOOOP   | Adiministration Support Buildings   |
| MBL 13670 | PUBLIC FACILITIES KAGISO        | Adiministration Support Buildings   |
| MBL 13671 | PUBLIC FACILITIES KRONINGSP     | Adiministration Support Buildings   |
| MBL 13672 | PUBLIC FACILITIES KRUGERSDORP   | Adiministration Support Buildings   |
| MBL 13673 | PUBLIC FACILITIES LEWISHAM      | Adiministration Support Buildings   |
| MBL 13674 | PUBLIC FACILITIES LIBRARY       | Adiministration Support Buildings   |
| MBL 13675 | PUBLIC FACILITIES LUIPAARDSVLEI | Adiministration Support Buildings   |
| MBL 13676 | PUBLIC FACILITIES MUNSIEVILLE   | Adiministration Support Buildings   |
| MBL 13677 | PUBLIC FACILITIES PARKS         | Adiministration Support Buildings   |
| MBL 13678 | PUBLIC FACILITY PRETORIUS       | Adiministration Support Buildings   |
| MBL 13679 | TAXIRANK PRETORIUS STREET       | Adiministration Support Buildings   |
| MBL 13680 | PUBLIC FACILITY WARDERERS       | Adiministration Support Buildings   |
| MBL 13681 | PUBLIC FACILITY WISHARTST       | Adiministration Support Buildings   |
| MBL 13685 | PURCHASE OF LAND: LANWEN        | Adiministration Support Buildings   |
| MBL 13687 | PURCHASE OF LAND: HEKPOORT      | Adiministration Support Buildings   |
| MBL 13689 | PURCHASE OF LAND: PERCY STEWART | Adiministration Support Buildings   |
| MBL 13694 | SPORT FACILITIES (OUTDOOR       | Administration of Sports Facilities |
| MBL 13695 | MPCC RIETVALLEI                 | Community Facility Management       |
| MBL 13696 | SPORT COMPLEX RIETVALLEI        | Administration of Sports Facilities |
| MBL 13698 | RUGBYFIELDS ( BOB VAN REENEN)   | Administration of Sports Facilities |
| MBL 13699 | IEC BUILDINGS                   | Adiministration Support Buildings   |
| MBL 13706 | SHOOTING RANGE ( MUNSIEVILLE    | Adiministration Support Buildings   |
| MBL 13707 | SINQOBILE COMMUNITY CENTRE      | Community Facility Management       |
| MBL 13708 | SKATEBOARD COURSE (CORON        | Adiministration Support Buildings   |
| MBL 13711 | SPORTGROUNDS                    | Building Maintenance                |
| MBL 13714 | CEMETERY STERKFORTEIN           | Adiministration Support Buildings   |
| MBL 13727 | MPSS SWANIEVILLE                | Community Facility Management       |
| MBL 13728 | CEMETERY TARLTON                | Adiministration Support Buildings   |
| MBL 13731 | TRAFFIC DEPARTMENT (CENTRE      | Adiministration Support Buildings   |
| MBL 13733 | FLAT VAN RIEBEECK               | Adiministration Support Buildings   |
| MBL 13736 | WARD OFFICES                    | Ward Committees                     |
| MBL 13737 | WASH BAY ( CHAMDOR)             | Adiministration Support Buildings   |
| MBL 13741 | WEB OFFICES                     | Adiministration Support Buildings   |
| MBL 13742 | WEB OFFICES CARPORT             | Adiministration Support Buildings   |
| MBL 13743 | WORKSHOP/ OFFICES: TEST &       | Adiministration Support Buildings   |
| MBL 13744 | HOSTEL JOSHUA DOORE (GREE       | Adiministration Support Buildings   |
| MBL 13745 | TAXI RANK KAGISO DRIVE          | Adiministration Support Buildings   |
| MBL 13746 | TAXI RANK LUIPAARD STREET       | Adiministration Support Buildings   |
| MBL 13747 | TAXI RANK MAGALIESBURG          | Adiministration Support Buildings   |
| MBL 13748 | CEMETERY AZAADVILLE             | Adiministration Support Buildings   |
| MBL 13752 | BUILDINGS OLD COMMANDO          | Adiministration Support Buildings   |

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|-----------|----------------------|-----------------------------------|
| MBL 13753 | RESIDENCE MAYOR      | Adiministration Support Buildings |
| MBL 13754 | ECDC SINOBOLE        | Community Facility Management     |
| MBL 13755 | CEMETERY ELANDSDRIFT | Adiministration Support Buildings |

**NOTE: THE BUILDINGS INDICATED ABOVE ARE NOT NECESSARILY ALL THE BUILDINGS INCLUDED IN THE CONTRACT. THE LIST IS ONLY AN INDICATION OF THE SERVICE AREAS.**

#### C4.4 FACILITY INSPECTION CHECKLIST

| BUILDING NAME | BUILDING ID NUMBER | ASSET NUMBER | MBL NUMBER |
|---------------|--------------------|--------------|------------|
|               |                    |              |            |

##### 1. Safe and Orderly Operating Conditions of Building

| No.  | Check list item                                                                               | Yes | No | Comment/Area |
|------|-----------------------------------------------------------------------------------------------|-----|----|--------------|
| 1.1  | Are all areas clean and orderly?                                                              |     |    |              |
| 1.2  | There are tripping hazards, wet spots, grease/oils, protruding objects, miscellaneous debris? |     |    |              |
| 1.3  | Are permanent aisles/passageways clean?                                                       |     |    |              |
| 1.4  | Are open pits, tank ditches, etc., covered or provided with standard guard rail protection?   |     |    |              |
| 1.5  | Is unused equipment kept in a safe and orderly manner?                                        |     |    |              |
| 1.6  | Are warning and hazard signs posted where they are required?                                  |     |    |              |
| 1.7  | Are emergency exits correctly marked, visible, accessible,                                    |     |    |              |
| 1.8  | Are doors that are not exits but could be mistaken for exits clearly marked "NOT AN EXIT?"    |     |    |              |
| 1.9  | Is there sufficient lighting?                                                                 |     |    |              |
| 1.10 | Is there sufficient ventilation?                                                              |     |    |              |
| 1.11 | Are unguarded holes or openings in floors properly covered?                                   |     |    |              |
| 1.12 | Do elevated platforms and working areas have standard rails?                                  |     |    |              |
| 1.13 | Do elevated platforms and working areas have toe boards?                                      |     |    |              |
| 1.14 | Are fixed industrial stairs in good repair?                                                   |     |    |              |

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| Municipality 1 |  | Municipality 2 |  |
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**2. External Area Fences & Gates**

| No. | Check list item                                                                                                                                       | Yes | No | Comment/Area |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|--------------|
| 2.1 | Check the condition of fences and gates. Examine the base of gate posts and fence posts, the bottom, and at the junction of rails and posts for rust. |     |    |              |
| 2.2 | Make sure the water run-off from the walkways, roads garden doesn't flow, or pond, against the building, causing excessive damp conditions.           |     |    |              |
| 2.3 | Check condition of paint on gates, posts and palisade fences                                                                                          |     |    |              |
| 2.4 | Has vegetation been cut back from the building?                                                                                                       |     |    |              |
| 2.5 | Check the condition of playground equipment and structures for safety and soundness, repair or remove as necessary.                                   |     |    |              |

**3. Building External Structure**

| No.  | Check list item                                                                                                                                                   | Yes | No | Comment/Area |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|--------------|
| 3.1  | Does the building appear to be in good repair?                                                                                                                    |     |    |              |
| 3.2  | Check the structural condition and water- tightness of rooms and walls. Look for rising damp                                                                      |     |    |              |
| 3.3  | Look for water stains on timbers and metal sheeting.                                                                                                              |     |    |              |
| 3.4  | Is building free from signs of vandalism?                                                                                                                         |     |    |              |
| 3.5  | Are exterior walls free from cracks or other damages?                                                                                                             |     |    |              |
| 3.6  | Are windows free from cracks or broken panes?                                                                                                                     |     |    |              |
| 3.7  | Is the building free from signs of exterior damage?                                                                                                               |     |    |              |
| 3.8  | Are stairs, landings and handrails in good repair and painted                                                                                                     |     |    |              |
| 3.9  | Look for buckled, badly fitted or water stained eaves, which may be an indication of roof or gutter problems.                                                     |     |    |              |
| 3.10 | Check the condition of paint; ensure it is in good condition. Paint that is flaking, cracked, chipped or has a powdery look or feel indicates it is breaking down |     |    |              |
| 3.11 | Check for rotten weatherboards, windows, doors and veranda posts                                                                                                  |     |    |              |
| 3.12 | Check that corrugated iron sheets are in good. Check there is no rust evident. If there is rust evident this will need to be neutralised and spot painted         |     |    |              |

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|------|---------------------------------------------------------------------|--|--|--|
| 3.13 | Ensure that valley and eaves guttering are free from holes and rust |  |  |  |
|------|---------------------------------------------------------------------|--|--|--|

## 4. Floors

| No. | Check list item                                                                        | Yes | No | Comment/Area |
|-----|----------------------------------------------------------------------------------------|-----|----|--------------|
| 4.1 | Inspect timber framing and floors generally for rot, mould and evidence of borers      |     |    |              |
| 4.2 | Look for signs of dampness, such as lifting or buckling floor tiles and rotten carpet. |     |    |              |

## 5. Internal walls

| No. | Check list item                                                                                                                                                                                                               | Yes | No | Comment/Area |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|--------------|
| 5.1 | Look for cracks and general movement.                                                                                                                                                                                         |     |    |              |
| 5.2 | Carefully inspect brick walls for signs of dampness. This may be evident through the presence of white or brownish deposits. Rising dampness may also cause skirting and architraves to rot, and paint and wallpaper to lift. |     |    |              |
| 5.3 | Lightly tap walls and tiled surfaces with the handle of your screwdriver. A hollow sound could mean loose plaster or tiles                                                                                                    |     |    |              |
| 5.4 | Check the condition of wall paper or paint. Both serve to protect the surface and if in poor condition need to be replaced or new paint applied.                                                                              |     |    |              |

## 6. Internal Ceilings

| No. | Check list item                                                                                  | Yes | No | Comment/Area |
|-----|--------------------------------------------------------------------------------------------------|-----|----|--------------|
| 6.1 | Look for water stains and mould growth which could indicate excessive condensation or roof leaks |     |    |              |
| 6.2 | General condition of ceiling                                                                     |     |    |              |

## 7. Internal Doors

| No. | Check list item                     | Yes | No | Comment/Area |
|-----|-------------------------------------|-----|----|--------------|
| 7.1 | General condition of door and frame |     |    |              |

## 8. Inspection Items Unique to Building

|                |  |                |  |
|----------------|--|----------------|--|
| Municipality 1 |  | Municipality 2 |  |
| Contractor 1   |  | Contractor 2   |  |

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**C4.5 BID CHECKLIST**

This list is aimed at assisting all bidders to submit complete bid documents.

Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO – it might lead to the disqualification of your bid.

| ITEM | DESCRIPTION                                                                                                                                                                                                                                                                                                                    | YES | NO |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| 1.   | Provide copy of your CSD registration report                                                                                                                                                                                                                                                                                   |     |    |
| 2.   | Provide copy of your company VAT registration Certificate                                                                                                                                                                                                                                                                      |     |    |
| 3.   | Certified copies of ID's for company/entity directors                                                                                                                                                                                                                                                                          |     |    |
| 4.   | Tax clearance certificate and copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity                                                                                                                                                                                              |     |    |
| 5.   | The bidding entity as well as all its directors/shareholders must submit Municipal account not more than three (03) months / ninety (90) days plus in arrears at the time of the closing date. No bid will be awarded to a company and its directors that owe more than three (3) months charges to any municipality or metro. |     |    |

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## Part C4: Site Information

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|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 6. | <p>A valid lease agreement which is in the name of the business and or directors /shareholders, which must stipulate who is responsible for payment of Municipal services;</p> <p>(Copy of the lease agreement will only be accepted if water and lights are part of lease payment). or</p> <p>If the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services.</p> <ul style="list-style-type: none"> <li>The bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate or</li> </ul> <p>If the Bidding Entity operates from parents' place and is not responsible for Municipal account:</p> <ul style="list-style-type: none"> <li>The bidder must submit the property owner's Municipal account and a Sworn Affidavit of the property owner with and original stamp from the Commissioner of Oaths.</li> </ul> |  |  |
| 7. | <ul style="list-style-type: none"> <li>Valid B-BBEE Rating Certificate or letter from registered auditor or Sworn Affidavit</li> <li>Consolidated B-BBEE certificate / letter in case of a trust, consortium or joint venture.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |

## PLEASE NOTE:

- ❖ No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.
- ❖ In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, like tax clearance certificates, municipal accounts, etc.
- ❖ No communication with Mogale City Municipal officials are allowed after the closing date of the tender. The only authorised form of communication will be through the Supply Chain Management Office.
- ❖ No bids will be accepted if not submitted on the correct closing date and time. No late bids will be considered, even if only late by a minute.

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