Part T1: Tendering Procedures

DEPARTMENT INFRASTRUCTURE DEVELOPMENT SERVICES:
ROADS & TRANSPORT SERVICES

TENDER NUMBER: IDS (R&T)20/2025

INVITATION FOR BIDDERS WITH A CIDB GRADING OF 2CE OR HIGHER FOR ROAD SURFACE REJUVENATION, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS. MORE THAN ONE BIDDER MAY BE APPOINTED.

Name of Tendering Entity	
Name of Tendering Entity Representative	
Physical Address of Tendering Entity	
Central Supplier Database (CSD) No.	**MAAA**
Postal Address of Tendering Entity	
Contact Details of Tendering Entity	Tel: ……... Fax: …….. Cell: ……. 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 Infrastructure Development Services
P O Box 94
KRUGERSDORP
1740

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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 MBD1

T1.1 Tender Notice and Invitation to Tender

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALE CITY LOCAL MUNICIPALITY					
BID NUMBER:	**IDS (R&T)20/2025**	CLOSING DATE:	**Wednesday, 18 June 2025**	CLOSING TIME:	**11:00**
DESCRIPTION	**TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH A CIDB GRADING OF 2CE OR HIGHER FOR ROAD SURFACE REJUVENATION, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS. MORE THAN ONE BIDDER MAY BE APPOINTED.**				
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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	
SIGNATURE OF BIDDER	……	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) 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 TAXATI ☐ 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: The Star
PUBLISHING DATE: Tuesday, 13 May 2025
TENDER NOTICE: IDS (R&T) 20/2025

MOGALE CITY LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Infrastructure Development Services: Roads

TENDER NO: IDS (R&T) 20/2025
TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH A CIDB RATING OF 2CE OR HIGHER FOR ROAD SURFACE REJUVENATION, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS. MORE THAN ONE BIDDER MAY BE APPOINTED

Compulsory Briefing Session will be held on Monday, 26 May 2025 at 09:00am at Mayoral Chamber, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1740.

No visual compulsory briefing session will be available.
Adjudication: 80/20
Tenders will be evaluated using Functionality evaluation criteria of **50** points of which the service provider is required to score the minimum of **44** 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 Functionality and 20 points for Specific goals in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of the municipality (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	X	10	X	
Outside the boundaries of the Municipality, but within the west Rand District Municipality. (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	X	6	X	
Within the boundaries of Gauteng Province Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder.	X	4	X	

Outside the boundaries of Gauteng Province (Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder)	X	0	X	
Persons historically disadvantaged	X	10		

Documents Collection: Documents can be downloaded from the e-portal at www.etenders.gov.za or www.mogalecity.gov.za.
Technical Enquiries: scmenquiries@mogalecity.gov.za
Documents available: As from **Tuesday, 13 May 2025** on www.etenders.gov.za or www.mogalecity.gov.za

Closing date: 18 June 2025 **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.

A. MANDATORY DOCUMENTS
(IF NOT PROVIDED, THE BIDS DOCUMENT WILL BE INSTANTLY DISQUALIFIED)

1. Completed and Bill of Quantities of Pricing as issued in the document.
   In the event of a mistake having been made on the Bill of Quantities, it shall be crossed out in ink and be accompanied by initialling each and every alteration. The Municipality reserves the right to reject the bids if corrections are not made in accordance with the above.

2. 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.

3. Mogale City Local Municipality will not accept any tender document with missing pages.

4. Attendance of Compulsory Briefing Session and signing of attendance register when required. No bids will be considered from bidders who did not attend the Compulsory Briefing Session and completed the attendance register.

5. The bidding company must be registered with the Construction Industry Development Board (CIDB), and a copy of the valid CIDB certificate must be included with the submission

6. **CIDB GRADING OF 2CE OR HIGHER**

FAILURE TO ADHERE TO ANY OF THE ABOVE WILL RESULT IN THE BIDS NOT BEING FURTHER EVALUATED.

B. ESSENTIAL DOCUMENTS
(NO AWARD WILL BE MADE IF ANY OF THE INFORMATION/DOCUMENTATION LISTED BELOW IS NOT COMPLIED WITH OR SUBMITTED).

7. Completed and signed Municipal Bidding Documents:

   7.1 MBD 1: Invitation to tender.
   7.2 MBD 4: Declaration of Interest.
   7.3 MBD 5: Declaration of Procurement above R10 million (VAT Included)
   7.4 MBD 6.1: Preferential Points.
   7.5 MBD 8: Declaration of bidders past supply chain management practices.
   7.6 MBD 9: Certificate of independent bid determination.

NOTE: The above documents must be submitted on the official and original forms of Mogale City and must not be re-typed or scanned or completed electronically i.e. must not be typed in.
They must be completed in black ink, handwritten. Bids completed in pencil or any erasable pen will be regarded as invalid.

8. Submit Central Supplier Database (CSD) Registration Report or Summary Report.

MUNICIPAL RATES AND TAXES OR MUNICIPAL SERVICE CHARGES

9. The bidding entity and its director(s) must submit Municipal Rates and Taxes account which is not older than three (3) months / ninety (90) days in arrears at the time of the closing date.

10. If the bidding entity and its director(s) does not have a Municipal Rates and Taxes account, it must submit a Municipal Service Charges Statement (water statement or electricity statement or refuse removal statement or sewerage statement).

11. If the bidding entity and its director(s) does not own a property it must submit a valid lease agreement which has the address of the business or Rental Statement which is in the name of the business.

12. If the Bidding Entity and its director(s) operates from Informal settlement and does not have a Municipal Rates Account,
    12.1 The bidding entity and its director(s) must submit Confirmation on Municipality / Metro letterhead signed and stamped by the ward Councillor or delegate/tribal authority with contact details which is not older than three (3) months.

13. If the bidding entity and its director(s) operates from parents' place or any other place and is not responsible for Municipal account / Services.
    13.1 The bidding entity and its director(s) must submit an original Sworn Affidavit by the property owner.

14. If the bidding entity and its director(s) is in the process of acquiring new property, which property has not yet been transferred to its name, a letter from the conveyancing attorney(s) must be submitted.

15. If the bidding entity and its director(s) submit a Municipal Account which is in the name of the Trust Account, and original Sworn Affidavit from the Trustees must be furnished explaining that factor / relationship.

16. If the bidding entity's director(s) submit a Municipal Account in the name of the other spouse, an original Sworn Affidavit explaining the fact / relationship must be submitted.

17. Copies of director's ID.

18. Bids must be submitted in original document.

C. TENDER CONDITIONS
(FAILURE TO COMPLY WITH THESE CONDITIONS SHALL RESULT IN DISQUALIFICATION)

19. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016.

20. 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.

21. Bids 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.

22. No electronic signature will be accepted in the bids document. The bidder's signature must always be signed by hand in black ink.

23. No late bids will be accepted.

24. Telefax or e-mail bids will not be accepted.

25. All bids must be submitted on the official and original forms and must not be re-typed or typed or scanned. Bids must only be submitted on the bids documents as provided by Mogale City Local Municipality

26. Bids must be completed in black ink, handwritten and must not be typed.

27. The use of tipp-ex is not allowed on the bids documents.

28. Bid documents completed in pencil will be regarded as invalid.

29. No page(s) must be removed from the original bids document.

30. Requirements for sealing, addressing, delivery, opening and assessment of Bids are stated in the tender document.

31. The lowest or any bid will not necessarily be accepted, and Mogale City reserves the right to accept a bid in whole or in part.

32. The Municipality reserves the right to appoint and not to appoint.

33. The validity period for tender is one hundred and twenty (120) days.

34. The Municipality reserve the right to negotiate a fair market related price with recommended bidders.

35. The Bill of Quantities must be inclusive of VAT for all registered VAT vendors.

REGISTRATION AS A VAT VENDOR

35.1 Non-VAT vendors do not have to include VAT in their Bill of Quantities, however they must submit Bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million must include VAT in their price quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

35.2 The award of contract would be (for non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.

35.3 In all instances where the bidder has excluded VAT from the prices quoted, if the bidder is successful, the letter of contract will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.

35.4 The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.

36. All prices in the Bill of Quantities must be in RSA currency and inclusive of Value Added Tax (VAT).

37. Bids will be opened immediately after the closing date and time in a venue to be indicated.

38. No Bid will be accepted from persons in the service of State as it is defined in the Municipal Finance Management Act and Regulations.

39. 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.

40. More than one bidder may be appointed.

41. Bid documents may be downloaded from **www.mogalecity.gov.za.**

OFFICE OF THE MUNICIPAL MANAGER

PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

DESCRIPTION OF WORKS: TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH A CIDB GRADING OF 2CE OR HIGHER FOR ROAD SURFACE REJUVENATION, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS. MORE THAN ONE BIDDER MAY BE APPOINTED.

Tenderers should have a Construction Industry Development Board CIDB contractor grading designation of 2CE or higher.

Tenders will be evaluated on the basis of awarding points for the specific goals and quality of the tenderer. The **80/20** Preference Point System will be applied to all tenders.

Tender documents are downloadable on National Treasury e-tender website (www.etenders.gov.za) and the www.mogalecity.gov.za Website.

The lowest or any tender will not necessarily be accepted, and the Municipality reserves the right to accept any tender as a whole or in part or no tender.

Tenders must remain valid for a period of **120** days after the closing date for the submission of tenders, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Municipality.

A **COMPULSORY BRIEFING SESSION** with a representative of the Employer will take place **at Mayoral Chamber, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1740 on the 26 May 2025 at 09h00.**

The closing date and time for receipt of tenders is **18 June 2025 at 11H00**. The bid documents must be deposited in the tender box situated at the address below. Bidders must submit the original document. Tenders will be received on the closing date and time shown, must be enclosed in sealed envelopes bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to:

Tender box 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.

Tenders will be opened at the latter address at the time indicated.

ENQUIRIES: E-Mail: scmenquiries@mogalecity.gov.za

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure C** of **Standard for Uniformity in Engineering and Construction Works Contracts (Board Notice 423 Government Gazette No 42622 of 8 August 2019)**, bound into Section T1.2

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

Clause Number		**Tender Data**
C.1.1	Actions	The Employer is **Mogale City Local Municipality**
C.1.2	Tender Documents	<u>Volume 1: Tender Document</u> The tender documents issued by the Employer comprise of: **THE TENDER** **Part T1: Tendering Procedures** T1.1 – Tender Advert T1.2 – Tender data T1.3 – Standard Conditions of Tender **Part T2: Returnable documents** T2.1 – List of returnable documents T2.2 – Returnable schedules **THE CONTRACT** **Part C1: Agreements and contract data** C1.1 – Form of offer and acceptance C1.2 – Contract data C1.3 – Form of guarantee C1.4 – Guarantee (Cash deposit) C1.5 – Health and safety agreement C1.6 – Adjudicators contract **Part C2: Pricing Data** C2.1 Pricing Instructions C2.2 Bill of Quantities **Part C3: Scope of work** C3 – Scope of work **Part C4: Site information** C4 – Site information <u>Volume 2: Standard Detail Drawings</u>
C.1.3.2		The tender document of the winning tenderer will become the contract document between the Employer and Contractor.
C.1.3 *C.1.3.4*	Interpretation	*The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English*

C.1.4	Communication and Employer's Agent	**Agent: Executive Manager: Department Infrastructure Development Services**
		Address: Mogale City Local Municipality **P O Box 94** **Krugersdorp** **1740**
		Tel: N/A
		E-Mail: **scmenquiries@mogalecity.gov.za**
C.1.5	The Employer's right to accept or reject any tender offer:	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.
C.1.6.1	Data pertaining to targeted procurement	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.
C.1.6.2	Corporate Social Responsibility	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.
C.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 C.3.11.3 in the Tender Data.
C.2.1	Eligibility Criteria and Requirements	Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **2CE OR HIGHER** class of construction work, are eligible to submit tenders.
		Joint Ventures are eligible to submit tenders provided that: 1. every member of a joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the **2CE OR HIGHER class** of construction work OR higher; and The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to **2CE OR HIGHER** than a contractor designation in accordance with the sum tendered for a **2CE OR HIGHER** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations.
C.2.7	Clarification meeting	The arrangements for the compulsory Project Briefing Session are: Date: Refer to Invitation to Tender Venue: Refer to Invitation to Tender Enquiries may be directed to scmenquiries@mogalecity.gov.za 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.

C.2.8	Seek clarification	Request clarification of the tender documents, if necessary, by notifying the employer at least **5 (five) working days** before the closing time stated in the tender data.
C.2.9	Insurance	Accept that the submission of a tender shall be construed as an acknowledgement by the tenderer that he is satisfied with, where applicable, the insurance cover the Employer will affect under the contract.
C.2.12	Alternative offers	Alternative tender offers will **not** be considered.
C.2.13	Submitting a tender offer	Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety writing in black ink. All volumes are to be left intact in original format and no pages shall be removed or re-arranged The tenderer must submit one tender offer only in a sealed envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tenderer's offer package are: **Location of tender box:** Reception desk of the Supply Chain Management Unit, upper level of the West Wing of the Mogale City Civic Centre **Physical Address: Corner Commission and Market Street, Krugersdorp, 1740** **Identification Details: IDS (R&T) 20/2025** **INVITATION FOR BIDDERS WITH A CIDB GRADING OF 2CE OR HIGHER FOR ROAD SURFACE REJUVENATION, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS, MORE THAN ONE BIDDER MAY BE APPOINTED** Closing date and time of the tender: **18 June 2025, at 11:00** Tenderer's name, his authorised representatives name, Postal address and telephonic contact numbers.
C.2.13.3		Parts of each tender offer communicated on paper shall be submitted as **an original document.** **Each tenderer is required to submit a fully completed and signed tender submission document.**
C.2.13.4		Only authorised signatories may sign the original and all copies of the tender offer where required. In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated. In the case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorising a director or other official of the company to sign the documents on behalf of the company. In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorising a member or other official of the corporation to sign the documents on each member's behalf.

		In the case of a **PARTNERSHIP** submitting a tender, **all the partners** shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case **proof of such authorisation** shall be included in the Tender. In the case of a **JOINT VENTURE/CONSORTIUM** submitting a tender, include **a resolution of each company** of the joint venture together with a **resolution by its members** authorising a member of the joint venture to sign the documents on behalf of the joint venture. **Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.**
C.2.13.5		The identification details are: Tender Description: **IDS (R & T) 20/2025 - INVITATION FOR BIDDERS WITH A CIDB GRADING OF 2CE OR HIGHER FOR ROAD SURFACE REJUVENATION, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS. MORE THAN ONE BIDDER MAY BE APPOINTED.** Closing Time: **11:00** Closing Date: **18 June 2025** Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be submitted (HAND DELIVERED) at: **TENDER BOX** **ADDRESS: Reception of the Supply Chain Management Unit, upper level of the West Wing of the Mogale City Centre** **Corner Commissioner and Market Street, Krugersdorp** Ensure that all required compliance documents are included upon submission as no additional documents will be requested from bidders after closing. **BIDDERS MUST ENSURE THAT THEY SIGN THE SUBMISSION REGISTER UPON HANDING IN LARGE TENDER DOCUMENTS THAT DOES NOT FIT IN THE TENDER BOX SLOT**
C.2.13.6		This tender will be submitted as a **1 envelope tender document**
C.2.13.9		Telephonic, telegraphic, telex, scanned, facsimile or e-mailed offers will **not** be accepted
C.2.13.10		Accept that all conditions, which are printed or written upon any stationery used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
C.2.13.10.1		All annexures (for the Returnable Schedules) must be submitted in a **separately bound document** together with the tender document

C.2.14	Information and data to be completed in all respects	The Tenderer is required to enter information in the following sections of the document: Section T2.2 : Returnable Schedules Section C1.1 : Form of Offer and Acceptance Section C1.2 : Contract Data (Part 2) Section C2.2 : Pricing Schedule The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer. The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer. The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer. Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in Part T2 – Returnable Documents within the period stipulated, shall be just cause for the Employer to consider the tender offer as being regarded as non-responsive. Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the Works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in Part T2 – Returnable Documents. Accept that the Employer is restricted in accordance with clause 5 (1) of the Construction Regulations, 2014, to only appoint a contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Accept that submitting inferior and inadequate information relating to health and safety (as required in clause 2.23) shall be regarded as justifiable and compelling reasons not to accept the Tender Offer of the Tenderer scoring the highest number of tender evaluation points.
C.2.15	Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender. No late submissions will be considered
C.2.16	Tender offer validity	All Bids shall remain valid for a period of **one-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.
C.2.16.5		If the tender validity period expires on a Saturday, Sunday or public holiday, the tender offer shall remain valid and open for acceptance until closure of business on the following working day.

C.2.16.5.1		Accept that should the Tenderer unilaterally withdraw his tender during the tender validity period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed
C.2.17	Clarification of tender offer after submission	Provide clarification of tender offer in response to s 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 arithmetic errors by the adjustments of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted. Note: sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the employer to do so.
C.2.18	Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements *or upon written request.*
C.2.19	Inspections, Tests and analysis	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.20	Submit securities, bonds, policies, etc.	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the performance bond to the format included in **Section C1.3** of Part C1 Agreements and Contract Data of this document.
C.2.21	Check final draft	Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
C.2.22	Return of other tender documents	If so instructed by the employer, return all retained tender documents with twenty-eight days after the expiry of the validity period stated in the tender data.
C.2.23	Certificates	Refer to **Part T2** of this procurement document for a list of the documents that are to be returned with the tender. The Tenderer must provide the following with his submitted bid document. 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 (NOT APPLICABLE) T2.2.15 Certificate of Tenderers Attendance at the Clarification Meeting T2.2.16 Tax Clearance Certificate T2.2.18 Certificate of Contractors Registration issued by the Construction Industry Development Board T2.2.19 (A) Municipal Accounts T2.2.20 Occupational Health and Safety Questionnaire 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.
C.2.24	Conditions Associated with the Granting of Preferences	The Tenderer, undertakes to: a) engage one or more Targeted Enterprises / Targeted Labour in accordance with the provisions of the SANS 1914 as varied in the Procurement Section of the Scope of Works. b) deliver to the Employer, within 5 working days of being requested in writing to do so, a Targeted Enterprise Declaration Affidavit in respect of all Targeted Enterprises engaged at prime contract level to satisfy Contract Participation Goal requirements. c) accept the sanctions set out in the Scope of Works should such conditions be breached.
C2.25	Canvassing and obtaining of additional information by tenderers	The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employers' officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
C2.26	Prohibitions on awards to persons in service of the state	The Employer is prohibited to award a tender to a person - a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the municipality or municipal entity. **In the service of the state** means to be - a) a member of:- • any municipal council; • any provincial legislature; or • 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;

		e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); f) a member of the accounting authority of any national or provincial public entity; or g) an employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
C2.27	Awards to close family members of persons in the service of the state	Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause F2.25), or has been in the service of the state in the previous twelve months, including - a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in Part T2 of this procurement document must be completed.
C2.28	Vendor registration	The contractor will be required to register as a supplier/ service provider on the Central Supplier Database (CSD) vendor register before any appointment can be done. If the tenderer is already registered as a vendor, it is required to record the vendor number in space provided on the cover page of this Tender document. Vendor registration documents are available from the National Treasury website. All parties of a joint venture or consortium submitting a tender shall comply with the requirements of this clause.
C2.29	Tax	**National Treasury SCM Instruction no. 7 of 2017/18 clause 4 application during SCM Processes state that:** The designated official(s) must verify the tenderer's tax compliance status prior to the finalisation of the award of the tender or price quotation. Where the recommended tenderer is not tax compliant, the tenderer should be notified of their non- compliant status and the tenderer must be requested to submit to the municipality or municipal entity, within 7 working days, written proof from South African Revenue Services of their tax compliance status or proof from SARS that they have made an arrangement to meet their outstanding tax obligations. The proof of tax compliance status submitted by the tenderer to the municipality or municipal entity must be verified via the Central Supplier Database or e-Filing Accept that the tenderer will be rejected if such tenderer fails to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18
C.3 The employer's undertakings		

C.3.1.1	Respond to requests from the tenderer	Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
C.3.1.2		Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if 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.
C.3.2	Issue Addenda	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three 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.
C.3.4.1	Opening of Tender Submissions	Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
C.3.4.2		Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of claimed points on specific goals and time for completion for the main tender offer only.
C.3.4.3		Make available the record outlined in F.3.4.2 to all interested persons upon request.
C.3.5.1	Two-Envelope System	Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
C.3.5.2		Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any claimed points on specific goals. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.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.
C.3.7	Grounds for Rejection and Disqualification	Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.8.1	Test for responsiveness	Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
C.3.8.2		A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation
C.3.9.1	Arithmetical Errors, Omissions and Discrepancies	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
C.3.9.2		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.
C.3.10.1	Clarification of a Tender Offer	Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
C.3.11	Evaluation of tender offers	Method 1 will be used to evaluate all responsive tender offers in terms of Clause C.3.11.2 of the Standard Conditions of Tender and tender will be evaluated in 3 stages namely: Stage 2: Functionality (SEE ANNEXURE ‘‘A” Stage 3: The preferential point system (The preferential points to be used shall be the 80/20 points system in terms of the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) Regulations 2017) plus points claimed in terms of the specific goals (80 points allocated for price and 20 points allocated for specific goals) The tender will be awarded as a whole.
C3.11.1	General	The procedure for the evaluation of responsive tender shall be Method 1 (Clause C.3.11.2) The financial offer will be scored using Formula 2 (Option 1) in Table C.1 where the value of W1 is: 1. 90 where the financial value of all responsive tender received have a value in excess of R50 million (all applicable taxes included). 2. 80 where the financial value of all responsive tender have a value that equals or less than R50 million (all applicable taxes included). Up to 100 minus W1 tender evaluated points will be awarded to tenderers who completed the preferencing schedule and who are found to be eligible for the preference claimed.
C.3.11.2	80/20 Preference Point System	**The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:** *(a)* 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 000 000 (all applicable taxes included):

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

Where

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

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

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

(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.

(b) Subject to subparagraph (c), points must be awarded to a tender for attaining the specific goals in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of the municipality (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	X	10	X	
Outside the boundaries of the Municipality, but within the west Rand District Municipality. (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	X	6	X	
Within the boundaries of Gauteng Province Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder.	X	4	X	
Outside the boundaries of Gauteng Province (Municipal account/ lease agreement/rental statement will be	X	0	X	

utilized to verify the area of jurisdiction of bidder)				
Persons historically disadvantaged	X	10	X	

(c) A maximum of 20 points may be allocated in accordance with subparagraph (b)

(d) The points scored by tender in respect of the specific goals contemplated in subparagraph (b) must be added to the points scored for price a calculated in accordance with subparagraph (a).

The contract must be awarded to the tender who scores the highest total number of points.

C.3.11.3	*90/10 Preference Point System*	***The 90/10 preference point system for acquisition of services, works or goods above a Rand value of R50 million:*** *(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value above R50 000 000 (all applicable taxes included):* *(i)* $P_s = 90 \times \left[1 - \left(\frac{P_t - P_{min}}{P_{min}}\right)\right]$ *Where* P_s = *Points scored for comparative price of tender or offer under consideration;* P_t = *Comparative price of tender of offer under consideration; and* P_{min} = *Comparative price of lowest acceptable tender or offer*. *(ii) An Employer of state may apply the formula in paragraph (i) for price quotations with a value less than R 30 000, if and when appropriate.* *(b) Subject to subparagraph (c), points must be awarded to a tender for attaining the specific goals in accordance with the table below:*

The specific goals allocated points in terms of this tender	**Number of points allocated (90/10 system) (To be completed by the organ of state)**	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (90/10 system) (To be completed by the tenderer)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Within the boundaries of the municipality (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	x	X		
Outside the boundaries of the Municipality, but within the west Rand District Municipality. (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	x	X		
Within the boundaries of Gauteng Province Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder.	x	X		
Outside the boundaries of Gauteng Province (Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder)	x	X		
Persons historically disadvantaged	x	X		

(c) A maximum of 10 points may be allocated in accordance with subparagraph (b)

(d) The points scored by tender in respect of the specific goals contemplated in subparagraph (b) must be added to the points scored for price a calculated in accordance with subparagraph (a).

The contract must be awarded to the tender who scores the highest total number of points.

C.3.11.4	*Scoring financial offers*	*Score the financial offers 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 the financial offer.*

W_1 *is the maximum possible number of tender evaluation points awarded for the financial offer 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 C.1: Formulae for calculating the value of A

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

C.3.12	Insurance provided by the employer	If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.
C.3.13	Acceptance of Tender Offer	Tender offers will only be accepted if: a.) the tenderer has complied in full with the all eligibility criteria b.) the tenderer is able to provide proof of tax compliance status in terms of clause 4.2 of National Treasury SCM Instruction no. 7 of 2017/18; c.) the tenderer submits a letter of intent from an approved insurer undertaking to provide to provide the Performance Bond to the format included in Section C1.3 of this procurement document; d.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. e.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges. f.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. g.) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect.

		h.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract. i.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
C.3.14.1	Prepare contract documents	If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of: a) addenda issued during the tender period, b) inclusion of some of the returnable documents, and c) other revisions agreed between the employer and the successful tenderer.
C.3.14.2		Complete the schedule of deviations attached to the form of offer and acceptance, if any
C.3.15	Complete adjudicator's contract	Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
C.3.16.1	Notice to unsuccessful tenderers	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.
C.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.
C.3.17	Provide Copies of Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderer.
C.3.18	Provide written reasons for actions taken	Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.
C.3.19.1	Transparency in the procurement process	The CIDB prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.
C.3.19.2		The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.
C.3.19.3		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
C.3.19.4		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
C.3.19.5		The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
C.3.19.6		Consultative Forum must be an independent structure from the bid committees.
C.3.19.7		The information must be published on the employer's website.
C.3.19.8		Records of such disclosed information must be retained for audit purposes

T1.3 STANDARD CONDITIONS OF TENDER

C.1 General

C.1.1 Actions

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

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

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

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

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

C.1.2 Tender Documents

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

C.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation 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;

C.1.4 Communication and Employer’s agent

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

C.1.5 Cancellation and re-invitation of tenders

C.1.5.1 An organ of state may, prior to the award of the tender, cancel the 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;

(c) no acceptable tenders are received; or

(d) there is a material irregularity in the tender process.

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

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

C.1.6 Procurement procedures

C.1.6.1 General

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

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the Employer shall announce only the names of the tenderers who make a submission. The requirements of C.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers, or 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 C.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.

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

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

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

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

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

C.2 Tenderer's obligations

C.2.1 Eligibility

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

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

C.2.2 Cost of tendering

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

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

C.2.3 Check documents

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

C.2.4 Confidentiality and copyright of documents

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

C.2.5 Reference documents

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

C.2.6 Acknowledge addenda

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

C.2.7 Clarification meeting

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

C.2.8 Seek clarification

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

C.2.9 Insurance

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

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

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

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the Employer.

C.2.12.3 An alternative tender offer may only be considered in the event that the main tender is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the Employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the Employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the Employer’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

C.2.15 Closing time

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

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

C.2.16 Tender offer validity

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

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

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

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

C.2.17 Clarification of tender offer after submission

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

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

C.2.18 Provide other material

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

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

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

C.2.19 Inspections, test and analysis

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

C.2.20 Submit securities, bonds and policies

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

C.2.21 Check final draft

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

C.2.22 Return of other tender documents

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

C.2.23 Certificates

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

C.3 The Employer's undertakings

C.3.1 Respond to requests from the tenderer

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

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

C.3.2 Issue addenda

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

C.3.3 Return late tender offers

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

C.3.4 Opening of tender submissions

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

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices.

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

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality

C.3.6 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.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

a) the gross misplacement of the decimal point in any unit rate;

b) omissions made in completing the pricing schedule or bills of quantities; or

c) arithmetic errors in:

i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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.

C.3.10 Clarification of a tender offer

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

C.3.11 Evaluation of tender offers

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

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

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

The activities associated with evaluating tender offers are as follows:

a) Open and record tender offers received
b) Determine whether or not tender offers are complete
c) Determine whether or not tender offers are responsive
d) Evaluate tender offers
e) Determine if there are any grounds for disqualification
f) Determine acceptability of preferred tenderer
g) Prepare a tender evaluation report
h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

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

C.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

1) Score tender evaluation points for price
2) Score points for specific goals
3) Add the points scored for price and specific goals

C.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 ACQUISION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UP TO 50 MILLION

4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders (including price bids) 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):

Where
Ps = Points scored for comparative price of tender or offer under consideration;
Pt = Comparative price of tender or offer under consideration; and
Pmin = Comparative price of lowest acceptable tender or offer.

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-

Where
Ps = Points scored for comparative price of tender or offer under consideration;
Pt = Comparative price of tender or offer under consideration; and
Pmin = Comparative price of lowest acceptable tender or offer.

C.3.11.6 Decimal places

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

C.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[a]	Option 2[a]
1	Highest price or discount	$A = (1 + (\frac{P - Pm}{Pm}))$	$A = P / Pm$
2	Lowest price or percentage commission / fee	$A = (1 - (\frac{P - Pm}{Pm}))$	$A = Pm / P$

[a] *Pm* is the comparative offer of the most favourable comparative offer.
P is the comparative offer of the tender offer under consideration.

C.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.

C.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*

C.3.12 Insurance provided by the Employer

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

C.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the Employer, it does not present any unacceptable commercial risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the Employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter 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.

C.3.14 Prepare contract documents

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

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents, and

c) other revisions agreed between the Employer and the successful tenderer.

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

C.3.15 Complete adjudicator's contract

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

C.3.16 Registration of the award

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

C.3.16.2 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.

C.3.17 Provide copies of the contracts

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

C.3.18 Provide written reasons for actions taken

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

C.3.19 Transparency in the procurement process

C.3.19.1 The CIDB prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

C.3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

C.3.19.3 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.

C.3.19.4 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

C.3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

C.3.19.6 Consultative Forum must be an independent structure from the bid committees.

C.3.19.7 The information must be published on the employer's website.

C.3.19.8 Records of such disclosed information must be retained for audit purposes.

<u>Data Pertaining to CIDB Registration</u>

<u>Basis for CIDB Rating Requirement – CIDB Table 8</u>

A contractor registered in a specific contractor's grading designation indicated in column 1 of Table 8, is considered to be capable of undertaking a contract in the range of values indicated in columns 3 and 4 in the class of construction works to which the category of registration relates to:

The tender value range adjustments set out in table 8 of regulation 17 is amended as follows:

Contractor Grading Designation	Tender Value Range Designation	**Approved Adjustment**
1 (Class of Construction Works)	1	R 500 000
2 (Class of Construction Works)	**2**	**R 1 000 000**
3 (Class of Construction Works)	3	R 3 000 000
4 (Class of Construction Works)	4	R 6 000 000
5 (Class of Construction Works)	5	R 10 00 000
6 (Class of Construction Works)	6	R20 000 000
7 (Class of Construction Works)	7	R60 000 000
8 (Class of Construction Works)	8	R200 000 000
9 (Class of Construction Works)	9	N/A

Information regarding the CIDB can be obtained from their website:

ANNEXURE "A"

FUNCTIONALITY EVALUATION CRITERIA

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 specifications:

1. Failure to score a minimum **of 44 points out of 50 points** will lead to disqualification.

2. Bidders who score less than a minimum points on any of the three (3) categories of the functionality evaluation criteria will be disqualified.

3. For purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to the functionality criteria mentioned and shall only determine whether a bid will further be evaluated.

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.

FUNCTIONALITY EVALUATION CRITERIA

Functionality Requirements Description of quality criteria & Sub-criteria		**Minimum Score**	**Maximum Score**
1. Capacity to execute work: Resources Available, List of owned resources/plant on your signed letterhead and/or Letter of Intent/Agreement from Hiring Company on their Company letterhead is required to score points. Points will be allocated for Vehicles, Plant and/or Trucks owned/hired by any participating party in the case of a JV/ Consortium, etc.		**35**	**35**
a) Ownership: • 1 x Purpose built Slurry Truck (specific to roads application) **(5 points)** • 1 x 4-6 m^3 Truck **(5 Points)** • 1 x Chip Spreader **(5 points)** • 1 x Paver, **(5 points)** • 1 x Self-propelled Steel drum Roller **(5 points)** • 1 x Self-propelled Rubber wheel Roller **(5 points)** • 1 x Loader **(5 points)** **(For above list owned resources/plant on your signed letterhead to score points. Non-submission of said documents will result in 0 points.)**	**<u>Owned or Hired</u>** • 5 points • 5 points • 5 points • 5 points • 5 points • 5 points • 5 points		
b) Hiring • 1 x Purpose built Slurry Truck (specific to roads application) **(5 points)** • 1 x 4-6 m^3 Truck **(5 Points)** • 1 x Chip Spreader **(5 points)** • 1 x Paver, **(5 points)** • 1 x Self-propelled Steel drum Roller **(5 points)** • 1 x Self-propelled Rubber wheel Roller **(5 points)**	• 5 points • 5 points • 5 points • 5 points • 5 points • 5 points		

• 1 x Loader **(5 points)** **(For the above Letter of Intent/Agreement from Hiring Company on their Company letterhead Non-submission of said documents will result in 0 points.)**	• 5 points		

2. Company Experience A minimum of at least two (2) signed and dated reference letters on the client's letterhead and a completion certificate with names, telephone numbers and e-mail addresses per reference provided, indicating the successful completion of similar projects. Each reference letter with a minimum value of R 300,000.00, completed during the last 10 years. MCLM will send and receive correspondence within 14 working days to verify the validity of the reference letters, unverified reference letters will result to disqualification.			
• Two (2) projects completed related to road surfacing work. **(6 points)**. OR • Three (3) projects completed related to road surfacing **(9 points)**. OR • Four (4) projects completed related to road surfacing **(12 points)**.	• 6 points • 9 points • 12 points	**6**	**12**
3. Personnel			
• Occupational Health and Safety Representative with three (3) years relevant experience. (Bidders should submit proof of valid SAMTRAC/NOSA Certificate and attach CV)**. (3 points)**	• 3 points	3	3
The minimum and maximum number of points that can be scored		**44**	**50**

For the purpose of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information on substantiation of compliance to the evaluation criteria The service provider should at least **score a minimum of 44 points out of the 50 points** in orde be considered in the next evaluation phase. Bidders who score zero (0) for any of the 2 categorie during this stage will not be considered for the next stage of evaluation.

- 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 44 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 documentary proof thereof will be construed to mean that the service provider is forfeiting the evaluation points in that regard.

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 (NOT APPLICABLE)
T2.2.15 Certificate of Tenderers Attendance at the Clarification Meeting
T2.2.16 Tax Clearance Certificate
T2.2.17 Certificate of Contractors Registration issued by the Construction Industry Development Board
T2.2.18 (a) Municipal Accounts
T2.2.19 Occupational Health and Safety Questionnaire
T2.2.20 Submit Central Supplier Database (CSD) Registration Report or Summary Report.

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	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 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					
T2.2.7	Declaration for procurement above R10 million (all applicable taxes included)					
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 (NOT APPLICABLE)					
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	Certificate of Contractors Registration issued by the Construction Industry Development Board					
	CIDB certificate attached					
T2.2.21	Municipal Accounts					

	Accounts attached					
T2.2.22	Occupational Health and Safety Questionnaire					
	Attach: Management structure & organogram Human resource plan Letter of good standing COID 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:		
	Date	**Title or Details**
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

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 2022 R. . . . . .

Year 2023 R. . . . . .

Year 2024 R. . . . . .

Anticipated turnover for 2025 R. . . . . .

Section 7: Management and manpower resources

Number of Supervisors . . . . . .

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 CIDB registration no …….		Signature. . . . . . Name …… Designation……
CIDB registration no …….		Signature. . . . . . Name …… Designation……
CIDB registration no …….		Signature. . . . . Name …… Designation……
CIDB registration no …….		Signature. . . . . . Name …… 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 "**ROAD SURFACE REJUVENATION ON AN AS AND WHEN REQUIRED BASIS FOR A 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 2nd enterprise

……. ……..%

……..

Full Name and address of 3rd 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 2nd Partner…….

Name ……..

Designation …….

Signed at…… on ……..

Authorised Signature of 3rd Partner…….

Name ……..

Designation …….

Signed at…… on ……..

(ALL SIGNATORIES SHALL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE BID, ORIGINAL 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 C.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

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[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

   3.2 Identity Number: ……

   3.3 Position occupied in the Company (director, trustee, hareholder[2]):……..

   3.4 Company Registration Number: ……

   3.5 Tax Reference Number:……

   3.6 VAT Registration Number: ……

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

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

   3.8.1 If yes, furnish particulars. ……

   ……..

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.……...……..

…….

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

3.10.1 If yes, furnish particulars.
……

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

3.11.1 If yes, furnish particulars
……
…….....

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

3.12.1 If yes, furnish particulars.
…….
…….

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

3.13.1 If yes, furnish particulars.
…….
…….

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

3.14.1 If yes, furnish particulars:
……..
……..

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

Full Name	Identity Number	State Employee Number

…….. ……..
Signature **Date**

…… ……
Capacity **Name of Bidder**

MBD 5

DECLARATION OF PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

FOR ALL PROCUREMENT EXPECTED TO EXCEED R10 MILLION (VAT INCLUDED), BIDDERS MUST COMPLETE THE FOLLOWING QUESTIONNAIRE:

1 Are you by law required to prepare annual financial statements for auditing?

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

…… **YES/NO**

……

……

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

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

2.2 If yes, provide particulars.

……..

……..

……..

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

3.1 if yes, furnish
…….

…….

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

4.1 If yes, furnish particulars

……

……

CERTIFICATION

I, THE UNDERSIGNED (NAME) ……

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

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

……..	……..……
Signature	Date
…….	…….……
Position	Name of Bidder

MBD 6.1

MOGALE CITY LOCAL MUNICIPALITY

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that

preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

(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 person for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

(h) **"contact"** means the agreement that results from the acceptance of a bid by an organ of state;

(i) **"EME"** means an Exempted Micro Enterprise as defined 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, 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;

(n) **"QSE"** means a Qualifying Small Enterprise as defined 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 the 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 Economic Empowerment Act and promulgated in the Government Gazzette 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.

3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of 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 two (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 in the B-BBEE.

3.5 However, when the functionality is part of the evaluation process and two or more bids have scored equal points including the preference points for B-BBEE, the successful bid must be the one scoring highest score on functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4.1. POINTS AWARDED FOR PRICE

4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

4.2.1 POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$\boldsymbol{Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)} \quad \text{or} \quad \boldsymbol{Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)}$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

5 POINTS AWARDED FOR SPECIFIC GOALS

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

5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of the municipality (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	X	10	X	
Outside the boundaries of the Municipality, but within the west Rand District Municipality. (Municipal account/ lease agreement/rental statement will be utilized to verify area of jurisdiction of bidder)	X	6	X	
Within the boundaries of Gauteng Province Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder.	X	4	X	
Outside the boundaries of Gauteng Province (Municipal account/ lease agreement/rental statement will be utilized to verify the area of jurisdiction of bidder)	X	0	X	
Persons historically disadvantaged	X	10	X	

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm:…….

6.2 VAT registration number:…… ……

6.3 Company registration number:…….…….…….

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
…….

6.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

6.7 MUNICIPAL INFORMATION

Municipality where business is situated: ….…….

Registered Account Number: …….

Stand Number:…….

6.8 Total number of years the company/firm has been in business:……

7. 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

7.1 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

Name	Position in your organization	Qualifications	Experience

7.2 Infrastructure and resources available to execute this contract

7.2.1 Physical facilities

Description	Address	Area (m²)

7.3 Plant and equipment

Description: 14 Plant and equipment owned (or to be rented)	Number of units

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

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

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

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

8. 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_____

8.1 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;

(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 forward the matter for criminal prosecution

WITNESSES 1. …….. 2. …….	……. SIGNATURE(S) OF BIDDERS(S) DATE: ……..

MBD 8

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

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

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

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

   a) abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
   b) been convicted for fraud or corruption during the past five years;
   c) 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? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the *audi alteram partem* rule was applied).**	Yes ☐	No ☐
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)? **(To access this Register enter the National Treasury's website, www.treasury.gov.za, 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).**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	**Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?**	Yes ☐	No ☐

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

Certification:

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

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

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

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

Tenderer .....

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] 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:

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER: IDS (R&T)20/2025: BIDDERS WITH A CIDB GRADING OF 2CE OR HIGHER FOR ROAD SURFACE REJUVENATION, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS. MORE THAN ONE BIDDER MAY BE APPOINTED

(Bid Number and Description)

in response to the invitation for the bid made by:

Mogale City Local Municipality

(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
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive 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.
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

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

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.

DESCRIPTION, SIZE, CAPACITY	NUMBER

Attach additional pages if more space is required.

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

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

Tenderer .....

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 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 Yes/No	NQF Certified Yes/No
			Qualifications	Experience and Present Occupation		
Site Agent/ Manager						
Occupational Health and Safety Representative						
Other (Indicate)						

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

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

Tenderer .....

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**.

Site Agent/Manager

Name:	**Date of Birth:**
Profession:	**Nationality:**
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current Position:	**Years with Firm:**
Employment Record:	
Experience Record Pertinent to Required Service:	
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*

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**.

Occupational Health and Safety Representative

Name:	**Date of Birth:**
Profession:	**Nationality:**
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current Position:	**Years with Firm:**
Employment Record:	
Experience Record Pertinent to Required Service:	
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*

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**.

Name:	**Date of Birth:**
Profession:	**Nationality:**
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current Position:	**Years with Firm:**
Employment Record:	
Experience Record Pertinent to Required Service:	
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*

T2.2.13 Previous Experience

Provide the following information on **relevant previous experience.** Indicate comparable projects of the construction in ROAD SURTACE REJUVENATION in the past 10 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.

Reference letters and Completion certificates 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 (Name and tel no and email	**CONSULTING ENGINEER (name, tel no and email)**	**NATURE OF WORK CARRIED OUT PREVIOUSLY**	**VALUE OF WORK**	**YEAR OF COMPLETION**	**SIGNED AND DATED REFERENCE LETTERS ON THE CLIENT'S LETTERHEAD And A COMPLETION CERTIFICATE**
PROJECT 1:					
Name 1:	**Name 1:**	Related Works:			
Tel:	**Tel:**	Description:			
Email:	**Email:**				
Name 2:	**Name 2:**				
Tel:	**Tel:**				
Email:	**Email:**				

EMPLOYER (Name and tel no and email	**CONSULTING ENGINEER (name, tel no and email)**	**NATURE OF WORK CARRIED OUT PREVIOUSLY**	**VALUE OF WORK**	**YEAR OF COMPLETION**	**SIGNED AND DATED REFERENCE LETTERS ON THE CLIENT'S LETTERHEAD And A COMPLETION CERTIFICATE**
PROJECT 2					
Name 1:	**Name 1:**	Related Works			
Tel:	**Tel:**	Description:			
Email:	**Email:**				
Name 2:	**Name 2:**				
Tel:	**Tel:**				
Email:	**Email:**				

PROJECT 3					
Name 1:	**Name 1:**	Related Works:			
Tel:	**Tel:**	Description:			
Email:	**Email:**				
Name 2:	**Name 2:**				
Tel:	**Tel:**				
Email:	**Email:**				

EMPLOYER (Name and tel no and email	**CONSULTING ENGINEER (name, tel no and email)**	**NATURE OF WORK CARRIED OUT PREVIOUSLY**	**VALUE OF WORK**	**YEAR OF COMPLETION**	**SIGNED AND DATED REFERENCE LETTERS ON THE CLIENT'S LETTERHEAD And A COMPLETION CERTIFICATE**
PROJECT 4					
Name 1:	**Name 1:**	Related Works:			
Tel:	**Tel:**	Description			
Email:	**Email:**				
Name 2:	**Name 2:**				
Tel:	**Tel:**				
Email:	**Email:**				

PROJECT 5	**Name 1:**	Related Works:			
Name 1:	**Tel:**	Description:			
Tel:	**Email:**				
Email:	**Name 2:**				
Name 2:	**Tel:**				
Tel:	**Email:**				
Email:					

T2.2.16 Rates for Special Materials

Tenderer to Specify

SPECIAL MATERIAL	UNIT*	RATE OR PRICE FOR THE BASE MONTH
NOT APPLICABLE		

NOT APPLICABLE

*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 .....

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:

……

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

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 .....

T2.2.22 (a) MUNICIPAL ACCOUNTS

THE BIDDING ENTITY MUST SUBMIT MUNICIPAL ACCOUNT WHICH IS NOT MORE THAN THREE (3) MONTHS / NINETY (90) DAYS PLUS IN ARREARS AT THE TIME OF THE CLOSING DATE.

THE DIRECTOR(S) OF THE BIDDING ENTITY / JOINT VENTURE / CONSORTIUM MUST SUBMIT MUNICIPAL ACCOUNT WHICH IS NOT MORE THAN THREE (3) MONTHS / NINETY (90) DAYS PLUS IN ARREARS AT THE TIME OF THE CLOSING DATE.

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 .....

ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION/SUMMARY REPORT

T2.2.23 Occupational Health and Safety Questionnaire

1.	**SHE POLICY, ORGANIZATION AND MANAGEMENT INVOLVEMENT**		
		YES	**NO**
1.1	Do you have a SHE Policy?		
	Is this signed by the senior executive?		
	Please supply copy of this policy.		
1.2	Does a SHE structures exist in your company?		
	Please provide details		
1.3	Are senior and middle management actively involved in the promotions of SHE?		
	• Periodical work area inspection		
	• Regular Health and Safety meetings with personnel		
1.4	Are the SHE responsibilities of managers clearly defined?		
	Please provide details		
1.5	Are annual SHE objectives included in your business plan?		
	Please provide example.		
1.6	Is your company registered with the Compensation Commissioner? (COID Act)?		
	If so, please provide registration number		
1.7	Do you have a copy of good standing certificate, confirming that your registration is paid up?		
	If so, please provide copy thereof.		
2.	**SHE TRAINING**	**YES**	**NO**
2.1	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.		
2.2	What formal SHE training is provided specifically to:		
	• First line supervisors		

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

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

	Please supply copy.		
9.3	Do you have a formal system for reporting situations/close accidents etc.?		
	Please provide a copy		
9.4	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					

10.	**HEALTH AND SAFETY COMMUNICATION AND CONSULTATION**	**YES**	**NO**
10.1	Are Health and Safety Committee meetings held between management and appointed Health and Safety representatives?		
10.2	Are the results of these meetings communicated to all employees?		
	If yes, please describe method.		
10.3	Are Health and Safety meetings held?		
	At what frequency?		
	Chaired by whom?		
10.4	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 .....

MOGALE CITY LOCAL MUNICIPALITY

THE CONTRACT:

PART C1: AGREEMENTS AND CONTRACT DATA

THE CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

STAMP

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 in respect of the following works:

Tender No : **IDS (R&T)20/2025**

Description of Works : **ROAD SURFACE REJUVENATION ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.**

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender:
IDS (R&T)20/2025: ROAD SURFACE REJUVENATION ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data

BILL OF QUANTITIES (The quantities given are only to provide a method to evaluate the bids and are not a reflection of the actual expected quantities as the tender is a **RATE ONLY TENDER** and bidder will be appointed on rates)

Description	Tendered Amount (Rates)	VAT	Amount (Incl. VAT)
ROAD SURFACE REJUVENATION, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS			

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

THE OFFERED TOTAL OF PRICES <u>INCLUSIVE</u> OF VALUE ADDED TAX IS

R *(in figures)*

(in words)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the conditions of contract identified in the Contract Data.

<u>FOR AND ON BEHALF OF THE TENDERER:</u>

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____ _____

2. _____ _____

FORM OF ACCEPTANCE

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

The terms of the contract, are contained in:
Part C1 Agreements and Contract Data
Part C2 Pricing Data
Part C3 Scope of Work
Part C4 Site Information
and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks of 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 securities, 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 original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME: (in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____ _____

2. _____ _____

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the employer prior to the tender closing date is limited to those permitted in terms of the conditions of tender;

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

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

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

4.1 Subject: _____

_____

Details: _____

_____

4.2 Subject: _____

_____

Details: _____

_____

4.3 Subject: _____

_____

Details: _____

_____

4.4 Subject: _____

_____

Details: _____

_____

4.5 Subject: _____

Details: _____

By the duly authorised representatives signing this agreement, the employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether, 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 AND ON BEHALF OF THE TENDERER:

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____ _____

2. _____ _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____ _____

2. _____ _____

CONFIRMATION OF RECEIPT

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

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____ _____

2. _____ _____

C1.2 CONTRACT DATA

C.1.2.1 GENERAL CONDITIONS OF CONTRACT

The general conditions of contract applicable to this contract shall be **General Conditions of Contract for Construction Works, Third Edition (2015)**, as well as the Data provided by Employer.

Tenderers, contractors and subcontractors shall obtain their own copies of the document **General Conditions of Contract for Construction Works, Third Edition (2015)** for tendering purposes and for use for the duration of the contract and shall bear all expenses in this regard:

Engineering Contracting Strategies (ECS)
Telephone:
E-Mail:
Web:

OR

Consulting Engineers South Africa (CESA)
Telephone: 011 463 2022
E-Mail: general@cesa.co.za
Web: www.cesa.co.za

OR

South African Institution of Civil Engineering (SAICE)
Telephone: 011 80505947 / 48 / 53
E-Mail: civilinfo@saice.org.za
Web: www.saice.org.za

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT

The following variations and additions to the **General Conditions of Contract for Construction Works, Third Edition (2015)**, shall apply to this contract:

CLAUSE / SUB-CLAUSE	DESCRIPTION	INFORMATION
1.1.1	Definitions	**1.1.1.3 Certificate of Completion** Unless specified otherwise in the Contract Data, separate Certificates of Completion will not be issued for portions or phases of the Works.
		1.1.1.24 Practical Completion This clause shall apply mutatis mutandis to any portion or phase of the Works that may be described in the Scope of Works or in the Contract Data, or agreed subsequently between the Contractor and the Employer, and committed to writing.
		1.1.1.35 Construction Work Permit Construction Work Permit" means a statutory permit as defined in the Construction Regulations 2014.
1.2.1	Delivery of notices	1.2.1.3 Sent by facsimile, electronic or any like communication irrespective of time of transmission
		1.2.1.4 posted to the Contractor's address, and delivered by the postal authorities; or
		1.2.1.5 delivered by a courier service or messenger and signed for by the recipient or his representative.
1.2.3	Authority of representatives	1.2.3.1 The Employer has authorised the **Divisional Head: Executive Manager** to act on his behalf in respect of this Contract, save for such duties or functions: 1.2.3.1.1 which other holders of office ex officio execute on behalf of the Employer; or 1.2.3.1.2 for which the **Divisional Head: Executive Manager** has no authority and the Employer's approval is required before execution thereof.
1.1.5	Commencement	"Commencement Date" means the date of receipt by the Contractor of the following whichever date of receipt is the earliest: 1. Letter of Appointment 2. Handover of Site

		3. Order to commence "Commencement of Work" will only take place once the following documentation was submitted to the office of the Consulting Engineer: 1. Letter of Acceptance 2. Letters of Appointment of Site Agent and OHS Rep 3. Construction Program 4. Registration of the Project with the Department of Labour (Applicable only to large-scale works orders that require the employment of labourers for extended periods) 5. Letter of Good Standing – Workman's Compensation
1.1.1.9	Contractor.	**Name:**
		Address
		Contact:
1.1.1.10	Contract price	"Contract Price" means **the Price tendered by the Contractor and accepted by Mogale City Local Municipality**
1.1.1.15	Employer.	**Mogale City Local Municipality** **The address for the Project manager is:** **Third Floor; President Building, President Street Krugersdorp** **Telephone: (011) 951-2103 Fax: (011) 660-9672** **P.O. Box 94, KRUGERSDORP, 1740**
1.1.1.16	Engineer	**Andre Botes**
2.4.1	Ambiguity or Discrepancy	The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence, listed from highest to lowest priority: a) Form of Offer and Acceptance b) Contract Data c) General Conditions of Contract d) Drawings e) Scope of Work f) Standard Specifications g) Bill of Quantities h) any other documents forming part of the Contract

		Upon finding any ambiguity in, or discrepancy between, or otherwise any error in the documents, the Contractor shall forthwith advise the Employer's Agent thereof before applying an interpretation in accordance with the above priority. If, after applying the above priority, an ambiguity in, or discrepancy between, or otherwise any remaining error in the documents remains, the Employer's Agent shall provide the necessary clarification or instruction.
3.1.3		If the Engineers is not the **Mogale City Local Municipality**, 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: (i) Nominating the Engineer's representative in terms of clause 3.2 (ii) Delegation of Engineer's authority in terms of clause 3.2.4 (iii) Providing consent for sub- contracting part of the contract in terms of clause 4.4.3 (iv) The issuing of further drawings or instructions in terms of clause 5.9.2 (v) The issuing of instructions for dealing fossils and the like in terms of clause 4.7 (vi) Authorizing the Contractor to repair and make good expected risks in terms of clause 8.3.1 (vii) The issuing of a variation order in terms of clause 6.3 (viii) The issuing of instructions to carry out the work on a day work basis in terms of clause 6.5 (ix) Granting permission to work during non-working times in terms of clause 5.8 (x) Suspend the progress of the works in terms of clause 5.11 (xi) The issuing of an instruction to accelerate progress in terms of clause 5.7.3 (xii) The reduction of a penalty for delay in terms of clause 5.13.2 (xiii) The giving of a ruling on a contractor's claim in terms of clause 10.1.5

		(xiv) The inclusion of credits in the next payment certificate in terms of clause 6.10.1 (xv) The agreement of the adjustment of the sums for general items of clause 6.8 (xvi) 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 10.1
3.2.3	Specific approval of the Employer required	In addition to the functions or duties set out in the Contract Data under Data Provided By The Employer, the Employer's Agent is required to obtain the specific prior approval of the Employer for: 3.2.3.1 certification of expenditure that exceeds the Contract Price in terms of Clause 1.1.1.10; 3.2.3.2 issuing of an order to suspend the progress of the Works in terms of Clause 5.11.2, the extra cost resulting from which order is to be borne by the Employer or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 5.12 of these conditions; 3.2.3.3 issuing of an instruction or order to vary the nature or quantity of the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R100 000, the evaluation of all variation orders in terms of Clause 6.4 and the adjustment of the sum(s) tendered for General Items in terms of Clause 6.11; or 3.2.3.4 approval of any claim submitted by the Contractor in terms of Clause 10.1.
4.1.2	Contractor's liability for own design errors	The Contractor shall provide the following to the Employer's Agent for retention by the Employer or his assignee in respect of all works designed by the Contractor:

		4.1.2.1 A Certificate of Stability of the Works signed by a registered Professional Engineer confirming that all such works have been designed in accordance with the appropriate codes of practice. 4.1.2.2 Proof of registration and of adequate and current professional indemnity insurance cover held by the designer(s). 4.1.2.3 Design calculations should the Employer's Agent request a copy thereof. 4.1.2.4 Engineering drawings and workshop details (both signed by the relevant professional engineer), in order to allow the Employer's Agent to compare the design with the specified requirements and to record any comments he may have with respect thereto. 4.1.2.5 "As-Built" drawings in DXF electronic format after completion of the Works. The Contractor shall be responsible for the design of the Temporary Works.
4.3	Legal Provisions	4.3.1 Labour costs The minimum labour rates to be adhered to by the contractor are as follows: Unskilled: R 186.00 per day Semi-skilled: R256.00 /day Skilled: R328.00 /day
		4.3.3 Workmen's Compensation The Contractor shall also provide proof, that he has paid al contributions required in terms of the provisions of the Act.
		4.3.4 Wages and conditions of work: i. For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the

			Bargaining Council for the Civil Engineering Industry Collective Agreement as published from time to time. ii. The current Ministerial Determination (also downloadable at www.epwp.gov.za), Expanded Public works Programs, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice R347, shall apply to the works described in the scope of works as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.
		4.3.4	Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2014, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37(2) of the Act. The Contractor shall sign the Occupational Health and Safety Agreement for Contract Work in the **(Mogale City Local Municipality: Infrastructure Development Services)** included in section C1.5.
		4.3.5	The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.
		4.3.6	Contractor's Designer

		The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2014 for the design of the Temporary Works and those part of the Permanent Works which the Contractor is responsible to design in terms of the Contract.
		4.3.7 Construction Work Permit Unless duly exempted or otherwise duly agreed with the Contractor, the Employer shall forthwith, where a Construction Work Permit in terms of Regulation 3(1) of the Construction Regulations 2014 is required to be obtained by the Employer without derogation from the Employer's duties, the Employer or his duly appointed Construction Health and Safety Agent in terms of Regulation 5(6) or otherwise, upon the Construction Work Permit becoming available, issue it to the Employer's Agent, who, in turn, shall forthwith issue it to the Contractor. Notwithstanding anything stipulated to the contrary in these Conditions, the Contractor shall not be entitled to any claim or extension of time arising from any delay in obtaining a Construction Work Permit which has been duly applied for, unless such delay exceeds 84 consecutive days.
		4.3.8 Contractor's Obligations "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" Add the following to this sub-clause: "The Contractor shall conduct tests or have them conducted continually on a regular basis, to check the properties of natural materials and processed natural materials and of products manufactured on site, such as aggregate or asphalt. Although not a requirement for the contractor to conduct regular tests on any commercially produced products such as cement, bitumen, steel and pipes, the Contractor shall remain fully responsible for any defective material or equipment provided by him. Similarly, the quality of all elements of the works shall be

		checked on a regular basis so as to ensure compliance with the specified requirements. The intensity of control and of tests to be conducted by the Contractor in terms of these obligations is not specified but shall be adequate to ensure that proper control is being exercised to the satisfaction of the Engineer. Where any natural materials or products made from natural materials are supplied, upon completion of each element of the construction works, the contractor shall test and check such materials, products and or elements for compliance with the specified requirements and shall submit his results to the Engineer for approval. Such submission shall include all his measurements and test results and shall furnish adequate compliance with the specified requirements.”
4.4.1	Subcontractor	If a Sub-contractor’s obligations extend beyond the Defects liability period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Sub-contractor after the assignment takes effect.
4.4.2	Cession Subcontractors and Material Suppliers	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 installment, 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. 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,
4.6	Patent Rights	"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."
4.10	Targeted Labour	"Targeted Labour" means: **Unemployed persons who are employed as local labour on the project. The Contractor shall endeavour to employ 40% women; 20% youth who are between 18 and 35 and 1% people with disabilities.**
4.10.1	Contractor's Employees	The Contractor is to utilize local labour where possible. (Refer to Contract Data and Project Specifications) The Contractor is responsible for the behaviour and performance of his own and his Sub-contractor's personnel and shall at his own cost, for the duration of the contract and maintenance period of Works, make the necessary arrangements to prevent unlawful or inappropriate behaviour, and shall indemnify the Employer and the Engineer against any claims in connection with non-compliance with the act, for any loss or injury, or any other claim, for any action or neglect to act on the part of the Contractor's or his Sub-contractor's personnel.
4.10.2	Community Liaison Officer (CLO).	The decision to appoint a CLO will be informed by the scope of work, project value, and project duration. For smaller sized works, this may not be required.
4.12	Contractor's superintendence	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. "The Tenderer is to fill in the names of the site agent and foreman in the space provided in Schedule E1."

5.3	Commencement of Works	Within 14 days of Commencement Date 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. Additional copies of Drawings and Contract document will be for the cost of the Contractor. 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. Add to the Clause Commencement of Work will only take place once the following documentation were submitted to the office of the Consulting Engineer: ▪ Letter of Acceptance ▪ Construction/Performance Guarantee ▪ Health & Safety File ▪ Letter of Appointment of OHS Rep or Officer ▪ Letter of Good Standing Workman's Compensation ▪ Prove of submission of Registration of Project at Department of Labour The Engineer shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particular thereof in sufficient time to enable the Contractor to meet his approved programme After compliance by the Engineer with the previsions of Sub- Clause 5.3, the Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision

		of all necessary instruments, appliances and labour in connection therewith. If at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Engineer, shall at his own expense rectify such error the satisfaction of the Engineer, but if such error is based on incorrect data supplied in writing by the Engineer or if there is any delay in providing the particulars required in terms of Sub-Clause 5.3, the Contractor shall, in respect of that delay and the cost of such rectification. The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and beacons used in setting out the Works. The checking of any setting- or of any line or level by the Engineer shall not relieve the contractor of his responsibility for the correctness thereof. 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
5.4	Access to the Site	Site Handover Certificate to be given at Time of Site Handover. Add the following: 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.

		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.
5.6	Programme of Works	At time of Site Handover Should the Contractor fail to comply with his obligations in terms of Sub-Clause 5.6, the Employer shall be entitled to withhold 25% of monies due to the contractor, until such time as satisfactory programme has been submitted for approval. The Contractor shall have regard for the phases and sub-phases (if applicable) for the Works, which shall also be the order in which the Permanent Works shall be constructed, unless otherwise agreed between the parties and committed to writing. If phased construction is applicable, the phases and sub-phases will be described in the Scope of Works and/or will be indicated on the Phasing Plan which forms part of the Drawings.
5.7.1	Rate of progress	No instruction by the Employer's Agent to the Contractor to improve his rate of progress in this regard will qualify for additional compensation, unless the instruction explicitly states that the Contractor is entitled to additional compensation and cites the amount of such compensation or the basis upon which it is to be determined.
5.8.1	Year-end break	If applicable during the duration of the construction period – the period around the 15th December and the first Monday of the subsequent year.
	Special non-working days	The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day
5.9.2	Further drawings and instructions	All instructions shall be in writing
5.12	Extension of time for Practical Completion	5.12.5 Critical path provision A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the

		approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.
		5.12.6 Extension of time due to abnormal rainfall Extension of time due to abnormal rainfall shall be determined by means of Method 1, if rainfall records and/or values derived from rainfall records are supplied in the Scope of Work, otherwise Method 2 shall apply. <u>Method 1: Rainfall formula method</u> The rainfall records and/or values derived from rainfall records from a suitable rainfall station near the Site, which are supplied in the Project Specifications, shall be considered suitable for the determination of extension of time due to abnormal rainfall in accordance with this method. Extension of time arising from abnormal rainfall, shall be calculated separately for each calendar month or part thereof for the full period of completion of the Contract, including any extension thereof, in accordance with the rainfall formula given below: $V = (N_w - N_n) + \frac{(R_w - R_n)}{X}$ If V is negative and its absolute value exceeds N_n , then V shall be equal to minus N_n. If V is positive and greater than the number of calendar days in the calendar month under consideration, V shall be taken as equal to the number of calendar days in the relevant calendar month. The symbols shall have the following meaning: V = Extension of time in calendar days in respect of the calendar month under consideration

		N_w = Actual number of days during the calendar month on which a rainfall of Y mm or more has been recorded. R_w = Actual rainfall in mm for the calendar month under consideration. N_n = Average number of days as derived from existing rainfall records, on which a rainfall or Y mm or more has been recorded for the calendar month. Rainfall records and/or the derived values of N_n will be provided in the Specifications. R_n = Average rainfall in mm for the calendar month, as derived from existing rainfall records. Rainfall records and/or the derived values of R_n will be provided in the Project Specifications. X = 20 unless otherwise provided in the Project Specifications Y = 10 unless otherwise provided in the Project Specifications The total extension of time shall be the algebraic sum of the monthly totals for the period under consideration. However, if the grand total is negative the time for completion shall not be reduced on account of abnormal rainfall. Extension of time for parts of a month shall be calculated by pro rata values of N_n and R_n being used. The factor (N_w – N_n) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Y mm and wet conditions prevented or disrupted work. The factor $\frac{(R_w - R_n)}{X}$ shall be considered to represent a fair allowance for variations from the allowance for variations from the average number of days when wet conditions further to that allowed for the factor (N_w – N_n), prevented or disrupted work during the calendar month. Accurate rain gauging shall be taken at a suitable point on Site and the Contractor shall, at his own expense, take all necessary

		precautions to ensure that the rain gauges cannot be interfered with. This formula does not take into account further on concurrent delays which could be caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5.12.5 Critical Plath Provision) hereof. <u>Method 2: Expected delay method</u> The Contractor shall make provision in his programme for the execution of the Works, for an expected delay of "n" normal working days (based on a working week of five normal working days) due to normal rainfall, for which he will not receive any extension of time. Unless otherwise provided in the Project Specifications, the value of "n" shall be taken as equal to the tendered time for completion of the Works in months, rounded off to an integer. Extension of time during normal working days will be granted to the degree to which actual delays as determined in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof, exceed the number of "n" normal working days. The value of "n" does not take into account further or concurrent delays which are caused by other abnormal climatic conditions such as floods, which have to be determined separately in accordance with Sub-Clause (5.12.5 Critical Path Provision) hereof.
5.13	Penalty for Delay	To be calculated as follows: Value of Works order divided by number of specified calendar days (as per approved construction program). For example: Works order issued for R 400,000.00 Approved program = 40 calendar days Therefore, penalty per calendar day = R400,000/40 days = R10,000/ calendar day Add the following: With the proviso that the amount of the penalty for delay shall at no time be reduced to an amount less than the

		actual cost of supervising and administering the Contract during such delay"
5.14	Time for Completion	Contractors approved construction program per works order received.
5.14.5.2	Completion, Approval Certificates and Defects Liability Period	"In the event of the Contractor not completing all the outstanding work within the period specified by the Engineer in terms of Clause 7.8, the 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 Engineer. The full retention applicable to the Period of Maintenance shall apply to such extension." 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.
5.16.3	Latent defects liability	The latent defect liability period is 1 year after the issue of the Final Approval Certificate
5.17	Penalty for noncompliance	5.17.1 Faulty Workmanship or Materials This section also covers the removal of existing road studs, and the supply and fixing of road studs as ordered by the Employer's Agent. The contractor shall ensure not to repaint or paint new traffic markings not in compliance with Legislation or as specified by the Employer's Agent on the drawings. A fixed penalty of R5 000,00 per occurrence shall be deducted for each and every occurrence of non-compliance with any of the requirements of this specification.
		5.17.2 Road Markings; On all newly constructed traffic calming measures are to be painted on the day of construction and before nightfall. A non-performance penalty of R5 000,00 per day per measure will be applicable
		5.17.3 All Traffic Accommodation measures; As per SARTSM Vol. 2 Chapter 13 .must be adhere to for all measures during construction. A non-compliance penalty of R5 000,00 per day per measure will be applicable. All work to be stopped immediately until all remedial measures are in place in accordance with specification.
6.1	Payment to Contractor	6.1.2 Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall

		not relieve the Contractor in any way of his obligations either in contract or in delict.
		6.1.3 The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the Contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the employer. The Contractors invoices shall not be paid until all pending labour information has been submitted.
		6.1.4 The Contractor shall be paid at Rands in the currency of the Republic of South Africa only at the Office of the Chief Financial Officer of the Mogale City Local Municipality, unless otherwise stated in the Data provided by Employer.
6.2	Contract Guarantee	Within 14 days of Letter of Appointment – at time of Site Handover. "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." 10 % of total contract amount excluding Contingencies, VAT for the full construction period.
6.2.4	Security	As an alternative to a performance guarantee, the Contractor may deposit with the Employer a cash amount in a sum equal to the amount stated in the Data provided by Employer. All the provisions in respect of the guarantee apply mutatis mutandis to the cash deposit accept that the amount deposited will be repaid to the Contractor within 30 (thirty) days after the issue of the Certificate or Certificates of Completion in respect of the whole of the permanent works.
6.3	Amendments to Schedule of Quantities	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. 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.
6.4	Variations	The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by the Employer in writing prior to execution. Special reference will be given to the tendered rates and the wide interpretation of the term "similar conditions" in determining rates. The quantities in the Bill of Quantities have been included solely for the purpose of Tender evaluation. These quantities are not guaranteed, nor have they any other significance in terms of the contract other than a means of assessing the Tender. Only the actual quantities of work, which are executed by the Contractor in fulfilment of his obligations under the Contract, will be measured or approved by the Engineer for payment purposes. An alteration of the quantities included in the Bill of Quantities shall not affect the validity of the contract. The Tendered rates and prices shall remain valid and applicable irrespective of any differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.
6.6	Provisional sums and prime cost sums	"Expenditure in connection with Provisional and Prime Cost Sums shall be solely at the discretion and on the instruction of the Engineer. No expenditure shall be incurred under a Contingency Allowance without the written approval of the Employer. Any parts of the amounts provided under any of the above items in the

		bill of Quantities which are not expended shall not be included in the Contract Price.
6.7	Schedule of Quantities – Estimated quantities	Tenderer to note that all quantities supplied in Schedule of Quantities are estimated quantities and all items will be re-measured on site.
6.8.2	Contract Price Adjustment	CPI to be applied annually.
6.8.3	Special Materials	Not applicable/ None
6.9	Vesting of Materials	6.9.1.2 "The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Engineer of any materials which are not his sole property."
6.10.1.5	Materials on Site	80% (Delivery Notes and Tax Invoices to be provided)
	Valuation of material brought onto site	6.10.1.5 "In order to preclude seizure by the owner of any construction equipment being held by the Contractor on a hire-purchase agreement for the purposes of the contract, the Employer shall be entitled to pay any such owner the amount of any outstanding installment or other sum owing under any hire or hire-purchase agreement and in the event of his doing so, any amount thus paid by him shall be a debt payable to the Employer by the contractor and may be deducted by the Employer from any monies owing or that may become owing the contractor in terms of the Contract, or be recovered at law from the Contractor by the Employer. When entering into any subcontract for the execution of any part of the works, the Contractor shall incorporate in such subcontract, by reference or otherwise, the provisions of this clause in respect of construction equipment brought to the site by the subcontractor."
6.10.3	Retention Money	No interest will be paid on retention money
	Retention Guarantee	A Retention Guarantee is not acceptable Add to the clause: 10% Retention will be deducted from each payment certificate. Retention will be reduced to 5% once Practical Completion Certificate is issued for the work.
6.10.4	Claims Procedure	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.
6.14.5.2	Defects Liability Period	12 Months
7.1	Information in respect of plant	Add to Sub-Clause 7.1.1 (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.
		(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 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.
		(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 mutandes 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.
7.2	Quality of materials and workmanship	"The Contractor shall identify the source of supply for all materials required for the execution of the Works, including but not limited to stone, sand, gravel, soil, and any other natural materials. **All materials to be used in the project must receive prior approval from the Engineer**."
8.3	Expected risks	"Risk arising from political riot and malicious damage, unless these risks are insurable with the South African Special Insurance Association at the time of tendering

		and it is stipulated in the Contract Data that the contractor is to effect insurance against these risks.”
8.4	Indemnifications	“hereby indemnifies the Employer, the Engineer and all consultants against any liability in respect of damage to or physical loss of the property of any person, including any employee of the Contractor, or injury to or death of any person, including any employee of the Contractor and” Without prejudice to nay of the rights of the Employer arising form any of the provisions of this agreement, the Contractor indemnifies and holds the Employer harmless against all loss, liability. Damage, claim, proceeding or expenses of any nature whatever (including without limiting the generality of the afore going) all party, attorney and client costs incurred by the Employer which the Employer may suffer as a result of or which may be attributed to: -any liability of the Contractor, whether actual or contingent; -any liability of the Contractor for taxation, for which purpose the terms “taxation” shall include normal taxation, value added tax, minimum or secondary taxation on companies, District or equivalent levies, all other forms of levies or taxation and any penalties or interest as a result thereof; -the contractors performance in terms of this agreement; -The Contractor indemnifies the Employer in respect of all actions, prosecutions or claims of any nature that might be brought in any manner against the Contractor as a consequence of the negligence of the Contractor, its employees, members or any persons under its control; The Contractor shall not be liable for such liability, loss, damage, claim, proceeding or expense where same was due to any act or neglect of the Employer or any person for whose actions the Employer is legally liable.
8.6	Insurances	**Replace** clause 8.6 with the following:

		8.6 Insurances 8.6.1 Without limiting the Contractor's/Sub-contractor's obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Final Approval Certificate, the following insurances in the name of the Contractor (including all Subcontractors whether nominated or otherwise): 8.6.1.1 The Employer's insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials were applicable as stated in the Contract Data: Whilst in transit including loading and unloading whilst temporarily stored at any premises and route to or from the Contract Site within the Territorial Limits; From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk; During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract; Removal of debris; Surrounding property Work away; Off-site storage Temporary repairs; Contribution clause – marine; Escalation during Contract Period; Post loss escalation; Automatic reinstatement; Principals maintenance; Property taken over; Beneficial occupation;

		Escalation due to currency fluctuation; Manufacturers guarantees 8.6.1.2 The Employer's insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of: a. Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Subcontractor); b. Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R10-million in respect of contracts with a contract value of up to R50-million (excluding VAT). 8.6.2 Insurance premium payable The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved Capital Budget per financial year and the insurance premium will be charged out to the relevant departments by the Section: Insurance and Risk Management. 8.6.3 Additional insurance by the Employer The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 8.6.1.1 of this Clause. 8.6.4 Additional insurance by the Contractor / Subcontractor The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Subcontractor deem necessary to

		cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of the additional insurance will be for the account of the Contractor/Subcontractor. 8.6.5 Contractor satisfied with insurance The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover affected by the Employer. 8.6.6 Contractor to observe conditions The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor. 8.6.7 Contractor to insure The Contractor/Sub-contractor must obtain for the duration of the contract until the issuing of the Final Approval Certificate, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Employer's Agent, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid: a. All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof. b. Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R10-million per claim with the number of claims unlimited. c. SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the

		Contractor that are used in the execution of the contract for the full replacement value thereof. d. In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have compiled with the provisions of this Sub-Clause by ensuring that such Subcontractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles. e. Proof must also be submitted that the Contractor complies with the conditions of the following legislation: - Compensation for Occupational Injuries and disease, 1993 - Unemployment Insurance Act, 1996 - The Contractor shall in respect of the Site of the contract works appoint in writing a Section 16 appointee to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended. 8.6.8 The Employer's Agent involved must furnish the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management. 8.6.9 Reporting of incidents In the event of an occurrence, which is likely to give rise to a claim under the insurance policy affected by the Employer, the Contractor / Subcontractors and Employer's Agent will adhere to the following procedures: a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage. b. The Employer's Agent will be responsible to complete and submit the

		relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Director motivating the reason(s) for the late reporting of the incident, but the Employer's Agent must take note the Insurer might repudiate the loss if it is found that the insurers rights have been compromised as a result of the late reporting. c. The following documentation must be included with the claim documentation: - Photos of damages caused or suffered as proof or substantiation of the claims. d. In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage. e. The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage. 8.6.10 Reporting of catastrophic incidents In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Employer's Agent will adhere to the following procedures:

		a. In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Employer's Agent of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage. b. The Employer's Agent must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Employer's Agent of the incident. c. The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to the Employer, the Employer's Agent, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage. d. The Employer's Agent will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Employer's Agent more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Strategic Executive Officer motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated. 8.6.11 Reporting of crime related incidents All crime related incidents, losses or shortages irrespective of the value, must be reported within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police

			Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.
		8.6.12	Claim documentation The Employer's Agent must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form. The Employer's Agent must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage. Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.
		8.6.13	Authorization of claim forms It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim forms as proof of the appropriate authorization, verification and approval of claims submitted. The Divisional Head must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.
		8.6.14	Contractor to pay deductibles Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the

		amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer's insurer in terms of the Policy. 8.6.15 Settlement of claims All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer's insurer who will take the necessary actions for the settlement of any such claims. The Contractor shall negotiate for the settlement of claims with the Employer or the Employer's insurer through the Section: Insurance and Risk Management. The Employer's Chief Financial Officer will authorize all settlements of claims. Should action for the settlement of any such claim to the satisfaction of the Employer's Agent not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer's insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer's insurer without first consulting the Contractor/sub-contractor. The foregoing provisions of this Sub-Clause shall apply mutatis mutandis to any such claim received by the Contractor directly.
9.1	Cancellation of Contract	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.
10	Dispute Resolution	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms

C1.2.3 DATA PROVIDED BY THE EMPLOYER

CLAUSE/OPTION		DATA	
1.1.1.13	The Defects Liability period is:	**12 (twelve) months** from the date of the Certificate of Completion.	
1.1.1.14	The time for achieving Practical Completion is:	Will be specified with each work order.	
1.1.1.15	The name of the Employer is:	**Mogale City Local Municipality**	
1.1.1.26	The Pricing Strategy is:	**Re-measurement Contract**	
1.2.1.2	The address of the Employer is:	Physical Address:	**Mogale City Civic Centre Corner Commissioner and Market Street, Krugersdorp**
		Postal Address:	**P O Box 94 Krugersdorp 1740**
1.1.1.16	The name of the Employer's Agent is:	**Executive Manager: Infrastructure Development Services**	
1.2.1.2	The address of the Employer's Agent is:	Physical Address:	**Mogale City Civic Centre Corner Commissioner and Market Street, Krugersdorp**
		Postal Address:	**P O Box 94 Krugersdorp 1740**
		E-Mail Address:	**scmenquiries@mogalecity.gov.za**
3.1.3		• The Employer's Agent is required to obtain approval of the Employer: ▪ for expenditure on the Contract to exceed the Contract Price; ▪ prior to the execution of any of the following duties of functions:	

CLAUSE	DUTY/FUNCTION
3.2.1	Nomination of person as Employer's Agent's Representative
3.3.4	Authorization to Employer's Agent's Representative or any other person
4.10.1	Approval to use the Site for any other purpose such as housing
5.3.1	Delivery of the written notice to commence the execution of the works
5.6.3	Approval of programme of construction

CLAUSE/OPTION		DATA
		5.7.2 Permission to carry out work by day and by night 5.8.1.1 Approval to work on special non-working days and between sunset and sunrise 5.9.7 Approval of Contractor's designs 5.11 Suspension of progress of the Works 5.13.2 Reduction of penalty for delay 5.14.2 The issue of a Certificate of Practical Completion 5.14.4 The issue of a Certificate of Completion 5.16.1 The issue of a Final Approval Certificate 6.3.1 Variation Orders in respect of variations which are not small 6.6 Instruction to expend on Provisional and Prime Cost Sums 6.11 Adjustment of Preliminary and General allowances 7.8.1 Order to execute work of repair, etc. during the Defects Liability Period 7.8.2 Determination of value of repair work 8.2.2.2 Order to repair and make good damage arising from any excepted risk
5.3.1	The documentation required before commencement with Works execution are:	• Health and Safety Plan (Refer to Clause 4.3) • Initial programme (Refer to Clause 5.6) • Security (Refer to Clause 6.2) • Proof that all contributions required in terms of the provisions of the Workman's Compensation Act (Act no 30 of 1941) as amended in 1993, 2002 have been paid (Refer to Cause 4.3.2) • A certified copy of Unemployment Insurance Certificate, Act of 1996 (Refer to Clause 4.3.2)
5.3.2	The time to submit the documentation required from the Commencement Date is:	**14 days**
5.8.1	The non-working days are:	Sundays
	The special non-working days are:	• Annual builders holiday

CLAUSE/OPTION		DATA
		• Statutory public holidays
5.13.1	The penalty for delay	**The penalty will be R5 000,00/day.**
5.14.1	Requirements for achieving Practical Completion	All work for each work package must be completed before practical completion can be issued. This will include all site cleaning.
5.16.3	The latent defect period is:	**12 (twelve) Months**
5.17.1	The Penalty for non-compliance for Faulty Workmanship or Materials	**The penalty will be R5 000,00/measure**
5.17.2	The Penalty for non-compliance for Road Markings	**N/A**
5.17.3	The Penalty for non-compliance for Traffic Accommodation measures	**N/A**
6.1.3	Labour returns:	Labour returns will be submitted **monthly**.
6.2.1	Type of security for due performance:	• Fixed Performance Guarantee from approved financial institution or Cash Deposit. • The forms for the Guarantees is to contain the wording of the pro forma document included as **C1.3** or **C1.4** contained herein.
	Liability of performance guarantee/cash deposit	The liability of the guarantee shall be for R300,000.00.
6.2.2	Retention money guarantee	**Not** permitted
6.8.2	Adjustment in rates and/or prices	• The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values:

Coefficient	Description	Value
X	Portion not subject to adjustment	**0.10**
A	Labour	**0.21**
B	Civil Engineering Plant	**0.27**
C	Civil Engineering Materials	**0.42**
D	Fuel	**0.10**

CLAUSE/OPTION		DATA
		(Coefficients a, b, c and d must sum to one) • The area nearest the Site is Mogale City Local Municipality • The base month is **<u>the month and year prior to the closing of the tender</u>**.
6.8.3	Price adjustment for variations in the cost of special materials	**Allowed**
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is:	**80% (Eighty percent)**
6.10.3	Percentage retention is:	**10% (ten percent) of value of works, excluding contingencies and VAT**
	The limit of retention money is:	**None**
8.6	Insurance of the Works and Public Liability Insurance	N/A
	The value of plant and materials supplied by the Employer to be included in the insurance sum is:	**R 0 (zero)**
	Responsibility for payment of deductibles in respect of Insurance of Works as well as Public Liability Insurance:	Deductibles are the responsibility of the Contractor
	Construction Plant:	Contractor to insure. Policy to be approved by Employer
10.5	Determination of disputes	**Ad-hoc** Adjudication Board
10.5.3	Number of Adjudication Board members to be appointed:	**One**
10.6	Disagreement with Adjudication Board's decision, refer matters to:	Court proceedings

C1.2.4DATA PROVIDED BY THE CONTRACTOR

CLAUSE/OPTION		DATA		
1.1.1.9	The name of the Contractor is:			
1.2.1.2	The address of the Contract is:	• Physical Address:		
		• Postal Address:		
		• Fax to E-Mail:		
		• E-Mail Address:		
6.2.1	The security to be provided by the Contractor shall be one of the following:	Type of Security		Contractor's choice (Indicate "Yes" or "No"
		Performance guarantee R300 000.00 (Three Hundred Thousand Rand)		
		Cash deposit R300 000.00 (Three Hundred Thousand Rand)		
6.5.1.2.3	The percentage allowance to cover profits and overhead charges for dayworks is:	_____ %. (Maximum of **15%** will be allowed) *(In the case of the Contractor not providing a percentage the percentage as per the General Conditions of Contract will prevail)*		
6.8.3	Price adjustments for variations in the cost of special materials	The variation in cost of special materials is:		
		Type of material	**Unit**	**Base Rate or Price**

C1.3 PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means:	***State Guarantor legal name***
Physical address:	***State physical address***
Employer means:	Mogale City Local Municipality
Contractor means:	***State Contractor's legal name***
Employers Agent means:	***State name of Employer's Agent***
Works mean:	***State tender reference and description***
Site means:	***State site and boundaries***
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:	_____
Type of Performance Guarantee:	**Fixed**
Expiry Date means:	**Three (3) years from the date of appointment**

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the *Works* as defined in the *Contract*.

1. VARIABLE PERFORMANCE GUARANTEE

1.1 Where a Variable Performance Guarantee has been selected, the *Guarantor's* liability shall be limited during the following periods to diminishing amount of the *Guaranteed Sum* as follows:

1.1.1 From and including the date of signing the Performance Guarantee up to and including the date of the interim payment certificate certifying, for the first time, more than 50% of the *Contract Sum*:

R _____

(Amount in words): _____

1.1.2 From the day following the day of the said interim payment certificate up to and including the *Expiry Date*, or the date of the issue by the *Employer's Agent* of the Certificate of Completion of the *Works*, whichever occurs first:

R _____

(Amount in words): _____

1.2 The *Employer's Agent* and/or the *Employer* shall advise the *Guarantor* in writing of the date on which the interim certificate certifying, for the first time, more than 50% of the *Contract Sum*, has been issued and the date on which the Certificate of Completion of the *Works* has been issued.

2. FIXED PERFFORMANCE GUARANTEE

2.1 Where a Fixed Performance Guarantee has been selected, the *Guarantor's* liability shall be limited to the *Guaranteed Sum*.

2.2 The *Guarantor's* period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the *Expiry Date*, or the date of issue by the *Employer's Agent* of the Certificate of Completion of the *Works*, or the date of payment in full of the *Guaranteed Sum*, whichever occurs first.

2.3 The *Employer's Agent* 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. CONDITIONS APPLICABLE TO VARIABLE AND FIXED PERFORMANCE GUARANTEES

3.1 The *Guarantor* hereby acknowledges that:

3.1.1 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 suretyship.

3.1.2 Its obligation under this Performance Guarantee is restricted to payment of the money.

3.2 Subject to the *Guarantor's* maximum liability referred to in 1.1 or 2.1, the *Guarantor* hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 3.2.1 to 3.2.3:

3.2.1 A copy of a first written demand issued by the *Employer* to the *Contractor* stating that payment of a sum certified by the *Employer's Agent* in an Interim or Final Payment Certificate has not been made in terms of the *Contract* and failing such payment within in seven (7) calendar days, the Employer intends to call upon the *Guarantor* to make payment in terms of 3.2.2;

3.2.2 A first written demand issued by the *Employer* to the *Guarantor* at 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 3.2.1 and the sum certified has not been paid;

3.2.3 A copy of the aforesaid payment certificate which entitle the *Employer* to receive payment in terms of the *Contract* of the sum certified in 3.2.

3.3 Subject to the *Guarantor's* maximum liability referred to in 1.1 or 2.1, 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:

3.3.1 the *Contract* has been terminated due to the *Contractor's* default and that this Performance Guarantee is called up in terms of 3.3; or

3.3.2 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 3.3; and

3.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provision/final sequestration and/or the provisional liquidation court order.

3.4 It is recorded that the aggregate amount of payments required to be made by the *Guarantor* in terms of 3.2 and 3.3 shall not exceed the *Guarantor's* maximum liability in terms of 1.1 or 2.1.

3.5 Where the *Guarantor* has made payment in terms of 3.3, 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 to the *Guarantor* any resulting surplus. All monies refunded to the *Guarantor* in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the *Employer's* bank compounded monthly and calculated from the date payment was made by the *Guarantor* to the *Employer* until the date of refund.

3.6 Payment by the *Guarantor* in terms of 3.2 or 3.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the *Guarantor*.

3.7 Payment by the *Guarantor* in terms of 3.3 will only be made against the return of the original Performance Guarantee by the *Employer*.

3.8 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 *Guarantor* shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the *Guarantor*.

3.9 The *Guarantor* chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.

3.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 1.1.2 or 2.2, 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.

3.11 This Performance Guarantee, with the required demand notices in terms of 3.2 or 3.3, shall be regarded as liquid document for the purposes of obtaining a court order.

3.12 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.

Signed at _____

Date _____

Guarantor's signatory (1) _____

Capacity _____

Guarantor's signatory (2) _____

Capacity _____

Witness signatory (1) _____

Witness signatory (2) _____

ANNEXURE

List of institutions from which contract /deposit guarantees can be accepted. Other accredited institutions might be considered, subject to the approval of the (name of department)

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance.

C1.4 CASH DEPOSIT GUARANTEE

Contract: _____

Description of Contract: _____

Employer: _____

Contractor: _____

I/We, the undersigned, deposit herewith [1]cash / a bank certified cheque, in the amount of

_____

_____

as surety for the due performance of the Contract by the abovementioned Contractor, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor.

The amount thus deposited shall at the sole discretion of the above Employer be utilised and appropriated in the manner it deems fit which shall include but not be limited to the set off of claims upon occurrence of any one or more of the following events:

(a) the Contractor being placed under provisional liquidation or committing any one or more of the acts of insolvency as provided for in the Insolvency Act, 1936 (Act 24 of 1936);
(b) failure to comply with the conditions of the contract by the contractor; or
(c) if the contract is terminated.

A letter received from the Employer stating that any one or more of the aforementioned has occurred shall be sufficient notice to effect appropriation of such deposit. A certificate under the hand of the Employer's Agent as defined under the contract described above reflecting the amount of damages shall for all purposes be deemed to be sufficient to proof to do a set off of claims

The deposit shall, subject to the above, be returned to the Contractor on the issue of the Completion Certificate in terms of the Contract, unless the Employer has utilised and / or appropriated the monies as provided for above.

[1] Delete which is not applicable

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____ _____

2. _____ _____

C1.5 HEALTH AND SAFETY AGREEMENT

Article of Agreement in terms of Section 37(2) of the Occupational Safety Act, 1993 between

(….)
(Hereinafter referred to as the "EMPLOYER")

AND

_____

_____

_____

_____

Herein represented by _____ in his/her capacity as _____

duly authorised by virtue of a resolution dated _____, attached hereto

Annexure A, of the said _____

(herein after referred to as the "CONTRACTOR")

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of

(tender number and description)

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993), hereinafter referred to as the "ACT"), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

(a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

(b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such

arrangements and procedures.

(c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.

(d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall 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 or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

(e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, 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 agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____ _____

2. _____ _____

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____ _____

2. _____ _____

C1.6 APPLICATION FOR A PERMIT TO DEPARTMENT OF LABOUR TO DO CONSTRUCTION WORK

Annexure 1

Occupational Health and Safety Act, 1993
(Regulation 3(2) of the Construction Regulations, 2014)

APPLICATION FOR A PERMIT TO DO CONSTRUCTION WORK

This application must be submitted with the following documents:

a) Health and Safety specification
b) Health and Safety plan
c) Baseline risk assessment.

1. Name, postal address and telephone numbers of the client

_____

_____

2. Details of the agent

(a) Title, Surname and initials: _____

(b) Identity number / Passport number: _____

(c) Registration number with SACPCMP: _____

(d) Office Tel. Number and/or Mobile number: _____

(e) Postal address: _____

_____

3. Name, postal address and telephone numbers of the principal contractor

_____

_____

_____

4. Name, postal address and telephone numbers of the designer of the project

_____

_____

_____

5. Name, Postal address and telephone numbers of the following persons

(a) Construction Manager: _____

_____

(b) Construction Health and Safety Officer _____

_____

(c) Construction Health and Safety Officer _____

_____

6. Exact physical address of the construction and site office

_____

_____

7. Nature of construction work

_____

_____

8. Expected commencement date

_____

9. Expected completion date

_____

10. Estimated maximum number of persons on the construction site:

_____

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

_____

12 Names(s) of contractors appointed

_____

_____

_____

18. Signature of Client / Client's Agent _____

19. Signature of the Principal Contractor

FOR OFFICE USE ONLY

Authorization / Unique No.	LABOUR CENTRE	OFFICE APPROVAL STAMP

13. Date of application: _____

14. Submitted documents prescribed in Construction Regulation 5(4). (Please tick √)

CR 5(1)(a)		CR 5(1)(b)		CR 5(1); (C-S)	

15. Result of the application. (Please tick √)

Approved		**Declined**	

16. Reason for declining the application

_____

_____

17	**Signature of the Supervisor:**	
18	**Signature of revoking officer / inspector:**	

C1.7 ADJUDICATOR'S AGREEMENT

This agreement is made on the _____ day of _____ between:

_____ *(name of company / organisation)*

_____ *(address)* and

_____*(name of company / organisation)*

_____

(address) (the Parties) and _____

*(name of Adjudicator)*_____

_____

(address) (the Adjudicator).Disputes or differences may arise/have arisen[2] between the Parties under a Contract dated _____and known as_____

[2] Delete as necessary

and these disputes or differences shall be/have been[3] referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

IT IS NOW AGREED as follows:

1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____	SIGNED by: _____	SIGNED by: _____
Name: _____	Name: _____	Name: _____
who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of	the Adjudicator in the presence of
Witness _____	Witness: _____	Witness: _____
Name: _____	Name _____	Name: _____
Address:	Address:	Address:
_____	_____	_____
Date: _____	Date: _____	Date: _____

[3] Delete as necessary

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R _____ This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not[4] currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

[4] Delete as necessary

MOGALE CITY LOCAL MUNICIPALITY

THE CONTRACT:

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. General

1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule **shall to be completed by hand in black ink** and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

1.2 The Price Schedule shall be read with all the documents which form part of this Contract.

1.3 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.

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

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

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

Lump sum: An amount tendered for an item, the extent of which is described in the Price Schedule, the Specifications and the Project Specifications, but the quantity of work of which is not measured in any units.

1.4 Reference shall be made to the General and Special Conditions of Contract regarding Provisional and Prime Costs Sums.

1.5 Work reserved for Labour Intensive construction methods will be numbered with a prefix “LI” in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the project specification.

2. Pay Items

2.1 Descriptions in the Price Schedule are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Price Schedule, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.

2.2 The item numbers appearing in the Price Schedule refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter “B”. The same applies to new clauses added to the standard specifications.

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

2.4 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

2.5 The units of measurement described in the Price Schedule are metric units. Abbreviations used in the Price Schedule are as follows:

mm	=	millimetre	h	=	per hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (metric = 1000kg)
m^2	=	square metre	no	=	number
m^2.pass	=	square metre pass	sum	=	sum
ha	=	hectare	MN	=	mega newton
m^3	=	cubic meter	MN.m	=	mega newton metre
m^3.km	=	cubic meter kilometre	PC sum	=	prime cost sum
ℓ	=	litre	prov sum	=	provisional sum
kℓ	=	kilolitre	%	=	percent
MPa	=	mega pascal	kW	=	kilowatt
V	=	volt	KVA	=	kilo volt ampere
A	=	ampere	R/only	=	rate only
month	=	per month	pe	=	per establishment
day	=	per day	pm	=	per person per month
pd	=	per person per day	p	=	per person
ph	=	per person per hour	pwo	=	per work order

3. Rates

3.1 The prices and rates to be inserted in the Price Schedule are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

3.2 <u>A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not.</u>

An item against which no price is entered or where a word or phrase such as "included" or "provided elsewhere" will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.

Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.

3.3 The Tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. The intention is that, 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 be actually required.

3.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.

3.5 The tenderer shall not group together a number of items and tender one rate for such group of items.

3.6 All rates and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.

3.7 All prices and rates entered in the Price Schedule must be **excluding VAT**. VAT will be added last on the summary page of the Price Schedule.

3.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.

4. Corrections of entries made by tenderer

Any entry made by the Tenderer in the Price Schedule, forms, etc., which the tenderer desires to change, **shall not be erased or painted out**. **A line shall be drawn through the incorrect entry and the correct entry shall be hand written above in black ink and the full signature of the Tenderer shall be placed next to the correction**.

C2.2 PRICING SCHEDULE
PART C2: PRICING DATA

BILL OF QUANTITIES (The quantities given are only to provide a method to evaluate the bids and are not a reflection of the actual expected quantities as the tender is a RATE ONLY TENDER)

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
Person authorized to sign the tender:	
Full name (in BLOCK letters):	
Signature:	
Date:	

C2.2.1 Bill of Quantities Contents

1 SECTION 1: PRELIMINARY AND GENERAL, TRAFFIC AND ROAD MARKING
2 SECTION2: TREATMENT OF EXISTING SURFACE EXHIBITING CERTAIN DEFECTS / SLURRY'S
3 SECTION 3: SINGLE SEALS

Part C2.2 : Bill of Quantity

SCHEDULE C2.2.1

Section 1 – PRELIMINARY AND GENERAL, TRAFFIC AND ROAD MARKING

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R	c
13.00	**CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS (REFER TO PARTICULAR PROJECT SPECIFICATIONS-SECTION 1300)**	(Fee will be 12% of works order value issued) Do not submit rate or lump sum				
	Contractor's general obligations					
	(a) Fixed obligations as per works order					
	(b) Value-related obligations					
	(c) Time-related obligations (include OHSA and Construction Regulations)					
	(d) In respect of the OHSA and construction regulations					
	(e) Provision of full time Safety Officer					
	(f) Submission of Health & Safety File					
15.00	**ACCOMMODATION OF TRAFFIC (REFER TO PARTICULAR PROJECT SPECIFICATIONS-SECTION 1500)**					
B15.01	Accommodating traffic and maintaining temporary deviation's					
	(a) Primary/Secondary - multi lanes	km	1			
	(b) Secondary - single lane	km	1			
	(c) Main Tertiary - single lane	km	1			
	(d) Tertiary - single lane	km	1			
B56.01	**ROADSIGNS** Using Chromadek material, painted or semi matt background, symbols, lettering and borders in Class I retro-reflective material.:					
	(a) **Regulatory signs** :600mm diameter.	Each	1			
	(b) **Regulatory signs** :900 mm diameter	Each	1			
	(c) Warning signs: 600mm diameter.	Each	1			
	(d) Warning signs: 900mm diameter.	Each	1			
B57.02	**ROAD MARKINGS**					
	Retro-reflective road-marking paint Apply road marking paint:					
	(a) White lines (broken or unbroken)					
	(1) 100 mm wide - Exceeding 50 m	km	1			

	(2) 150 mm wide - Exceeding 50 m	km	1			
	(b) lines (broken or unbroken)					
	(1) 150 mm wide - Exceeding 50 m	km	1			
	(d) White lettering and symbols					
	(e) lettering and symbols	m^2	1			
	(f) Transverse lines, painted island (any color)	m^2	1			
	(g) Supply white road marking paint in 20 Liter drums	drum	1			
Total Carried Forward To Summary Page - Section 1						

SCHEDULE C2.2.2 **Section 2 - TREATMENT OF EXISTING SURFACE EXHIBITING CERTAIN DEFECTS / SLURRY'S**						
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					R	c
39.00	**PATCHING AND REPAIRING EDGE BREAKS**					
39.01	Sawing asphalt on cemented pavement layers for patching:					
	(a) Sawing asphalt to an average depth;					
	(i) Not exceeding 50 mm.	m^2	1			
	(ii) Exceeding 50 mm but not 100 mm	m^2	1			
39.02	Excavation in existing pavements for patching in;					
	(a) Asphalt Layers	m^3	1			
	(b) Cemented layers	m^3	1			
	(c) Other layers (Gravel, crushed stone)	m^3	1			
39.03	Backfilling of excavations for patching with;					
	(a) Chemically stabilized pavement material (G3 material, nominal size 26.5 mm, 4 % cement)					
	(i) Not exceeding 5 m^2	m^3	1			
	(ii) Exceeding 5 m^2 but not 100 m^2	m^3	1			
	(iii) Exceeding 100 m^2	m^3	1			
39.04	Compacting the floor of excavations for patching	m^2	1			
39.05	Cutting back the edges of the existing surfacing for the repairing of edge breaks	m	1			
41.00	**PRIME COAT**					
41.01	Prime Coat: A**pply**					
	(e) Invert bitumen emulsion @ 0,8 **ℓ/m²** nominal application rate					
	(i) Not exceeding 9000 **ℓ**	**ℓ**	1			
	(ii) Exceeding 9000 **ℓ**	**ℓ**	1			
42.11	Asphalt layer constructed for rehabilitation purposes in accordance with the provisions of sub clauses 4213(f)(ii) or 4213(f)(iii)					
	(b) Surfacing constructed with new asphalt (50/70 Pen Bitumen, 5% Bitumen)					
	(1) Continuously graded, medium, max. 13.2 mm					
	(ii) Maximum 60 mm thickness	t	1			
48,01	Treatment with diluted bituminous emulsion (Fog spray/ Rejuvenator sprays)					
	(a) 30% Cationic bitumen emulsion					

	exceeding 9000 ℓ	ℓ	1			
48,07	Applying bituminous binders and herbicides for sealing cracks					
	(a) Herbicides: Glyphosate (480g/l SL or similar)	ℓ	1			
48.14	Machine- Applied Micro surfacing, SBR/SBS latex modified emulsion, 190 ℓ/m3 (AC-E1)	m^3	1			
48,01	Treatment with diluted bituminous emulsion (Fog spray/ Rejuvenator sprays)					
	(a) 30% Cationic bitumen emulsion					
	exceeding 9000 ℓ	ℓ	1			
Total Carried Forward To Summary Page - Section 2						

Part C2.2 : Bill of Quantity SCHEDULE C2.2.3						
Section 3- SINGLE SEALS						
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT**	
					R	c
39.00	**PATCHING AND REPAIRING EDGE BREAKS**					
39.01	Sawing asphalt on cemented pavement layers for patching:					
	(a) Sawing asphalt to an average depth;					
	(i) Not exceeding 50mm.	m^2	1			
	(ii) Exceeding 50mm but not 100mm	m^2	1			
39.02	Excavation in existing pavements for patching in;					
	(a) Asphalt Layers	m^3	1			
	(b) Cemented layers	m^3	1			
	(c) Other layers (Gravel, crushed stone)	m^3	1			
39.03	Backfilling of excavations for patching with;					
	(a) Chemically stabilized pavement material (G3 material, nominal size 26.5 mm, 4% cement)					
	(i) Not exceeding 5 m^2	m^3	1			
	(ii) Exceeding 5 m^2 but not 100 m^2	m^3	1			
	(iii) Exceeding 100 m^2	m^3	1			
	(b) Base material stabilized with bituminous emulsion for a patch with a surface area					
	(i) Not exceeding 5 m^2	m^3	1			
	(ii) Exceeding 5 m^2 but not 100 m^2	m^3	1			
	(iii) Exceeding 100 m^2	m^3	1			
39.04	Compacting the floor of excavations for patching	m^2	1			
39.05	Cutting back the edges of the existing surfacing for the repairing of edge breaks	m	1			
41.00	**PRIME COAT**					
41.01	Prime Coat: A**pply**					
	(a) Bitumen emulsion prime @ 1.2 **ℓ/m²** nominal application rate (net binder 0.324 **ℓ/m²**)					
	(i) Not exceeding 9000 liter	l	1			

	(ii) Exceeding 9000 liter	l	1			
	(e) Invert bitumen emulsion @ 0,8 **ℓ/m²** nominal application rate					
	(i) Not exceeding 9000 liter	l	1			
	(ii) Exceeding 9000 liter	l	1			
Section 3- SINGLE SEALS (Cont.)						
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**RATE**	**AMOUNT**	
					R	c
42.11	Asphalt layer constructed for rehabilitation purposes in accordance with the provisions of sub clauses 4213(f)(ii) or 4213(f)(iii)					
	(b) Surfacing constructed with new asphalt (50/70 Pen Bitumen, 5% Bitumen)					
	(1) Continuously graded, medium, max. 13.2 mm					
	(ii) Maximum 60 mm thickness	t	1			
44.00	**SINGLE SEALS**					
44.01	**(a) Using 4,75 mm washed grid aggregate exceeding 5000 m²**	m²	1			
	(i) Bitumen-rubber (Grit seal @1.6 ℓ/m² or similar approved)					
	(c) Using 9,5mm aggregate exceeding 5000 m²	m²	1			
	(Nominal application rate of 9,5mm aggregate = 140 m²/m³)	m²	1			
	(i) SBS @ 1,4 ℓ/m² (S-E1)	m²	1			
	(ii) SBR @ 1,4 ℓ/m² (S-E1)	m²	1			
	(iii) Bitumen rubber @ 1,8 ℓ/m²	m²	1			
	Bitumen Rubber with an extended shelf life of minimum 3 days and longer (NCRT or equivalent) @1,8 ℓ /m²	m²	1			
	(iv) Modified emulsion @ 1,7 ℓ/m² (SC-E1 or SC-E2) Cationic Rapid setting emulsion 60% with resistance to flow @ 1,9 ℓ /m² (Chip seal or equivalent)					
	(d) Using 13.2mm aggregate exceeding 5000 m²					
	(Nominal application rate of 13,2mm aggregate = 100 m²/m³) (i) SBS @ 1,4 **ℓ /m² (S-E1)**	m²	1			
	(ii) SBR @ 1,4 **ℓ /m² (S-E1)**	m²	1			

	(iii) Bitumen rubber @ 2,1 **ℓ /m²**	m^2	1			
	(iv) Modified emulsion @ 1.9 **ℓ /m²**	m^2	1			
44.02	Bituminous binder variation:	m^2	rate only			
	(a) SBS @ 1,4 **ℓ /m²** (S-E1)					
	(b) SBR @ 1,4 **ℓ /m²** (S-E1)	m^2	rate only			
	(c) Bitumen Rubber @2,1 **ℓ /m²** (S-R1) Bitumen Rubber (S-R2) with an extended shelf life of minimum 3 days and longer (NCRT or equivalent) @ 2,1 **ℓ /m²**	m^2	rate only			
	(d) Modified Emulsion @1,9 **ℓ /m²** (SC-E1 or SC-E2)	m^2	rate only			
	Cationic Rapid setting emulsion 60% with resistance to flow @1,9 **ℓ /m²** (Chip seal or equivalent)	m^2	rate only			
	Aggregate variation (c) 9,5 mm aggregate	m^3	1			
	(d) 13,2 mm aggregate	m^3	1			
44.05	Pre-coating the aggregate at a rate of 12 **ℓ /m³** or as specified- Pre-coating fluid: Bitu-coat/Colcote S or similar	m^3	1			
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SUMMARY PAGE

DESCRIPTION	SECTION	TENDERED AMOUNT
PRELIMINARY AND GENERAL (12% as indicated above), TRAFFIC AND ROAD MARKING (Prices as indicated above)	1	
TREATMENT OF EXISTING SURFACE EXHIBITING CERTAIN DEFECTS / SLURRY'S	2	
SINGLE SEALS	3	
	SUB TOTAL:	
	Contingencies - 10%	
	SUB TOTAL:	
	VAT	
TOTAL CARRIED FORWARD TO FORM OF OFFER		

*** The use of contingencies must be approved by the Client and will be set at 10% of the value of the works.**

<u>THE QUANTITIES ARE ESTIMATES AND WILL ONLY BE USED FOR EVALUATION PURPOSES – ACTUAL QUANTITIES WILL BE AS AND WHEN REQUIRED.</u>

The Rates shall be fixed for the twelve (12) months of this contract, thereafter the rates will be adjusted annually as per South African Reserve Bank published CPI for year two (2) and year three (3).

……..... .....
Signature of a person authorized to sign tender document Date

MOGALE CITY LOCAL MUNICIPALITY

THE CONTRACT:

PART C3: SCOPE OF WORK

PART C3: SCOPE OF WORK

C3.1 Description of the Works

C3.1.1 General

The Standardized Specifications applicable to this contract are listed in the Project Specification i.e., **ROAD SURFACE REJUVENATION ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.**

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 Employer's objective is to acquire the services of competent contractors for the treatment of road surfaces exhibiting certain defects, as part of the short term-maintenance strategy by:

A) Using a rejuvenator or micro surfacing 6mm -12mm thickness, making use of a **purpose-built truck** and including the following activities:
   - Cleaning of the road surface.
   - Accommodation of traffic.
   - Apply rejuvenating agent or micro surfacing onto the road surface.
   - Reinstate road markings affected by the operation.
   - Dispose of waste materials at the Municipal dumping site.

B) Other surfacing types; single Seals and Asphalt Surfacing to be used.

Quantities will depend on requirements and will vary from small maintenance repair works, not less than R 50,000.00 to larger production works, in excess of R300,000.00 per work package.

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.

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.

C3.1.4 Overview of the Works

Mogale City intends to implement short-term maintenance strategies, on an as and when required basis for a period of 36 months to maintain ageing roads.

The extent will be defined from time to time, as and when required (Section 1,2&3) in the Bill of Quantities, subject to budget approval by the Mogale City Local Municipality.

The description of the work contained in the Scope of Work is merely an outline of the work to be executed in terms of the contract, and shall not limit the work to be carried out by the Contractor.

The planned program for each year will be provided to the Contractor by Mogale City before commencement of the work for each year.

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. Local labour to be employed, where possible for smaller works. The form of offer and acceptance must be signed by the Contractor.

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.

C3.2.1 Project Specifications
C3.2.1.1 General Description

The works to be carried out may include any one or more of the following activities as set out in clause C3.2.3 below during the term of the Contract.

C3.2.2 Description of site

Various wards or sites for the maintenance works situated within Mogale City Local Municipality jurisdiction area.

C3.2.3 Details of contract

The contract consists of implementation of maintenance actions, which includes:

- Slurry seals / rejuvenators
- Single Seals, Asphalt
- Patching Repairs
- Road Marking

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 works order work 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 also 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.

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, shall be deemed references to the latest issues of such specifications and codes. The tender may also reference COLTO – Standards Specifications for Road and Bridge Works for State Road Authorities (1998) where additional clarification is required to a SANS 1200 item.

C3.2.8 Materials

The Contractor shall attach to his/her accounts original supplier's tax invoices for new 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 Bids 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 road furniture and existing infrastructure

Most of the work to be done on existing road and stormwater infrastructure.

The Contractor shall be responsible for protecting exiting infrastructure and road furniture to provide working space for his/her personnel. The movement of existing infrastructure shall be kept to the very minimum and the Contractor shall be solely responsible for any damage arising from its removal and/or replacement.

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
- The tender may also reference COLTO – Standards Specifications for Road and Bridge Works for State Road Authorities (1998) where additional clarification is required to a SANS 1200 item
- General conditions of contract 2015
- CIDB GRADING:2CE or Higher

C3.2.13 Operational costs

The bid is for all cost inclusive of operational costs incurred by contractors only.

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.

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 Bids 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 site 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.

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. 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

The operational costs is included in the rates tendered.

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 exacta 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 employer representative within the Division Roads and Transport Services 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.

C3.2.19 Performance Management

1. Quality and monitoring performance of the bidder to be dealt with in accordance with COLTO and GCC provisions.
2. In addition the following to be noted:
   - The Contractor will be given 14 **(fourteen) calendar days written notice** to commence with the works.
   - Quality: Proof of compliance to SANS and/or COLTO specifications of products utilized. All completed works to be signed off by Mogale representative, verifying that works were completed as per scope of works.
   - Corrective action to be taken in instances:
     - If the contractor's response time and work completion period are not within the specified quoted time frame;
     - If the Contractor does not respond positively to the satisfaction of the **responsible Municipal Official and/or Project Manager**
3. The following meetings and progress reports 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.
4. 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.
5. Contractor's personnel shall wear safety clothes branded with the contractor company name and carry approved company ID cards with their picture.
6. All work to be performed shall comply with SANS 1200 or COLTO and the standard specification of Mogale City.
7. Work to be done professionally with due regard not to damage infrastructure and residential property wilfully; all damaged items shall be recovered from the contractor.

8. No work may be initiated by the contractor without having been expressly instructed to do so by the responsible Council Official.
9. 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.
10. 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,

C3.2.22 Special Conditions

The following conditions will apply:

1. MCLM reserves the right to appoint more than one bidder for this contract.
2. 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.
3. Safety file must be submitted within 14 days from the date of submission of the acceptance letter by the contract to the OHS officer for approval.
4. No service request shall be issued by the MCLM delegated official prior to the approval of the contract's safety file.
5. Contractor must ensure that should there be any compliance issue raised by the OHS Practitioner after submission of the generic file, they comply with same to ensure that the Safety file is approved.
6. Should the safety file be not approved within 30 days from date of submission, then the appointment of the Contractor shall lapse.
7. All the work shall carry an unconditional guarantee of 12 months, calculated from the date of completion.
8. The MCLM delegated official shall inspect and confirm that all material ordered and delivered complies with applicable industry standards before contractor commencement to work
9. Successful bidders whose pricing is above market related rates shall be appointed and remunerated on basis of market related rate.
10. Successful bidders whose pricing is below the market related rate shall be appointed and remunerated on basis of their pricing.
11. In line with supra (8 and 9) above, bidders whose rates are both in the higher and low spectrum of the market related rates shall be remunerated on market related rates and their rates where they come lower.
12. It must be noted that in line with supra (8,9 and 10) MCLM shall not remunerate any successful bidder above market related rates
13. All material, parts, equipment, fittings, fixtures and technological items must comply with SABS and relevant SANS specifications. MCLM will not accept any sub-standard material, parts, equipment, fittings, fixtures and technological items.

14. Rates will be fixed for the first 12 months from date of appointment, which will be increased for the second and third year, as per actual CPI published by STATSSA

C3.2.22 Ordering of Materials

The quantities set out in the Schedule of Quantities (Works order) have been 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.

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.”

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

C3.4.1 PROJECT SPECIFICATIONS – PART 1

PS1. CONTRACT DETAILS

BIDDERS WITH A CIDB GRADING OF 2CE OR HIGHER FOR ROAD SURFACE REJUVENATION, ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

General

- Establishment of Contractor's camps and the moving of plant onto the site. *(No site camp required)*
- Clearing and grubbing of construction footprint
- Security & Maintenance of campsite & all of the construction works
- Compile and submit for approval a detailed site safety plan and construction method statement.
- Compile and submit a quality management plan for approval by the Engineer.
- Structured and detailed interaction with various role players to ensure timeous completion of the works for each shift.
- Cleaning of the construction area after each work shift to the satisfaction of the Engineer

PS2. CONSTRUCTION DOCUMENTATION REQUIRED

PS2.1 Construction Program

The time limit for submission of a program is at 7 days from date of the Site Handover/ Works order. The Contractor to take cognizance of other contractors that maybe employed on the same project and coordinate, and plan works accordingly.

The program should demonstrate the activities (including their interrelationship to each other), which the contractor intends to deploy in order to complete the work in the contract. In addition, the program shall include:

- The starting date, date of possession of the Site and contractual date for completion of the Works.
- The date when the Contractor plans to complete the Works,
- The work of the Employer and others as stated in the Scope of Work.
- The dates when the Contractor plans to complete work needed to allow the Employer and others to do their work.

- Provisions for float, time risk allowances, health and safety requirements and other procedures set out in the contract.
- The dates when, in order to carry out the work in this contract, the Contractor will need acceptances (of drawings, design and the like), "free issue" plant and materials or other things to be provided by the Employer in terms of the contract.
- Method statements demonstrating the extent of resources of people, facilities and equipment the contractor intends to apply to principal activities shown on the program.

If the program submitted by the Contractor in terms of Clause 5.6 of the General Conditions of Contract, has to be revised because the Contractor is falling behind in his program, he shall submit a revised program of how he intends to regain lost time to ensure completion of the Works within the period defined in Clause 5.12 of the General Conditions of Contract or within a granted extension of time. Proposal to increase the tempo of work must incorporate positive steps to increase production either by more labour and Plant on the Site, or by using the available labour and Plant in a more efficient manner.

Failure on the part of the Contractor to submit or to work according to the program or revised program shall be sufficient reason for the Engineer to take steps as set out in Clause 5.13 of the General Conditions of Contract.

The approval by the Engineer of a program shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to the program. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the program if necessary. The Contractor is also referred to Project Specifications PS3, PS 4 & PS17 when he prepares this program.

PS2.2 Safety Plan

Within <u>fourteen days</u> after award of the contract, the Contractor must submit a detailed Safety Plan in accordance with OHSA (Refer to Check List in this tender document). The Safety Plan must detail safety procedures and measurements in which he proposes to carry out the Works. If accepted, the Contractor must execute the works in strict accordance with the Plan. [*Refer to Health & Safety Compliance Form Included in this tender document*]

Safety measures for excavations and trenching will be in accordance with SABS 1200 DM Clause 5.1.1.1 & 5.1.1.2.

PS2.3 Labour Schedule

The following information must be provided by the Contractor at each site meeting to be

held every second week: (*Schedules to be faxed to Engineer's Office before each meeting) [EPWP forms are attached to this tender]*

* Number of total labour force
* Number of person-days of employment
* Number of local labour (Listed: Adult Male / Female / Youth Male / Female / Disabled)
* Minimum day-task rate earned on project
* Non-Accredited Training provided since previous meeting
* No of persons who have attended a standard EPWP 10 day accredited training course
* Equipment on site
* Expenditure on human resources (all labour costs)

PS2.4 Site Instruction Book

Contractor must supply a triplicate site instruction book. Only the Engineer will be allowed to remove pages from the site instruction book. All site instructions to be number consecutively and signed by the Engineer or his representative and these instructions shall form part of the contract documentation, while payment for this item is deemed to be included in the P&G items.

PS2.5 Rehabilitation Plan & Environmental Management Plan (EMP)

The Environmental Management Plan (EMP) for the site of the Works can be obtained from Mogale City Local Municipality.

The Contractor shall comply with all the requirements laid down in the EMP and the associated Record of Decision. The Contractor shall acquaint his employees with the provisions, regulations, duties, obligations and prohibitions, and shall accept sole liability for due compliance with the duties, obligations and prohibitions and absolve the Employer from being obliged to comply with the aforesaid duties, obligations and prohibitions.

In case of failure on the part of the Contractor to comply with the requirements of the EMP the Employer shall be entitled to employ and pay other persons to carry out any remedial work to rectify any consequence resulting from the non-compliance by the Contactor and all cost consequent or incidental thereto shall be borne by the Contractor and shall be recoverable form him by the Employer. If it is not practical to rectify any consequence resulting from the non-compliance of the Contractor with the EMP the Employer will be entitled to impose a penalty on the Contractor which penalty shall be in relation to the expense which the Contractor would have incurred to comply.

The Contractor shall indemnify the Employer and the Engineer against responsibility for damage to the environment on the site of the Works by completing the "Agreement Form A1 included in Part 3 of the Contract, before commencement of construction.

PS2.6 Registration of Project at Department of Labour

The contractor must register this project at Department of Labour within 3 weeks (21 days). This is necessary for local labour to obtain Life Skills, AIDS Related Training and Introduction to the World of Work training from the Department of Labour. As proof of registration a photocopy of the original registration form with the original ink stamp of the local Department of Labour, as well as the protocol registration number. [*Refer to Labour Registration Form included in this tender document*]

PS3 SITE FACILITIES AVAILABLE

PS3.1 Camp Site

A specific Site will be allocated to the appointed Contractor for his construction camp, toilet/ablution facilities and offices and will be pointed out to the contractor at the compulsory site inspection.

The construction site must be fenced and all the Contractor's activities restricted to these areas. The security of the compound and construction site will be the responsibility of the Contractor. During construction 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 is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

PS 3.2 Water

Water for construction purposes only can be made available at normal tariff and rates costs payable to Municipality. The appointed Contractor must make his own necessary arrangements with the Mogale City Local Municipality and pay the required fees and rates and allow for all distribution on site. <u>The provision for an on-site connection position cannot be guaranteed</u> and water must be carted to the point of usage. The contractor must allow to provide potable drinking water to labour on site at all times.

PS 3.3 Electricity

As for Water (PS 3.2)

PS 4 SITE FACILITIES REQUIRED

PS 4.1 **Facilities for the Engineer**

Not required.

PS 4.2 **Sewerage**

Two portable Toilets must be provided at a designated area which will be pointed out to the contractor on site. Facilities must be constructed/provided in accordance with local authority requirements and Mogale City residential areas Homeowners Association house rules. Where a sewer connection cannot be provided, the contractor must provide chemical toilets at the camp and on the different work fronts. Chemical toilets must be services regularly.

No separate payment will be made for obtaining and distributing water, electricity and sewage, the cost of which will be deemed to be included in the tendered rates.

PS 4.3 **Site Instruction Book**

A triplicate book for Site Instructions shall at all times be kept on the Site.

PS.4.4 **Laboratory facilities**

Not required.

PS.4.5 **Tender Notice Board**

Not required.

PS4.6 **Landline Telephone**

Not required

PS4.7 **Rain Gauge**

The contractor will be required to erect a rain gauge at the site office to record daily rainfall figures in the Site Instruction Book. The reading of the rain gauge shall be made at 08h00 of each working day for the duration of the contract. The records shall be submitted weekly to the Employer's Agent (the Engineer) together with a statement recording the Contractor's opinion of the effect on his programme of any weather condition that he may consider to be abnormal. The Engineer shall adjudge the extent of the delays that are attributable to "abnormal climatic conditions" in terms of GCC 2010 Clause 5.12 and Special Conditions of Contract.

No separate payment shall be made for this item and it shall be deemed to be included in the other payment items.

PS5. ASPECTS REQUIRING SPECIAL ATTENTION

PS5.1 Site Maintenance & Security

Trees, other than those to be removed for the Contract, shall be protected from damage.

During progress of the work 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 is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

Each Contractor will be responsible for his own security at the camp site as well as the site of work for the full duration of the contract.

PS5.2 Existing services

The services indicated on the plans are not necessarily correct and **all services must be located using hand labour** at the start of the Tender the Contractor must arrange with the different service owners to indicate their services and to certify the location and depth thereof in the site book. The availability of each service department shall not be guaranteed by the Client.

The different service owners include Telkom, Eskom and the Municipality. The existing services on site will be indicated prior to construction and must be protected for the duration of the contract. The requirements of the service owners must strictly be adhered to.

Existing services must be located by hand and is measured separately in the Schedule of Quantities. All services must be protected against damage and any damage to services pointed out to the contractor or shown on plans or that can be reasonably determined though contacting services departments, will be for the account of the Contractor.

The Contractor's attention is drawn to SABS 1200A Item 5.4. The contractor shall be responsible for immediately notifying the Authorities concerned regarding any damage caused to public services and existing works. The Engineers Representative will also be notified without delay

PS5.3 Testing and Quality Control

The Contractor may engage the services of an approved independent laboratory for the testing of materials and the quality testing of layer works, to ensure that his work complies with the Specifications at own cost.

Please note: Full Density tests are required for backfilling with written records provided.
No separate payment will be made for such a laboratory or testing, the cost of which will be deemed to be included in the Contractor's tendered rates for the items of work that require testing in accordance with the Specifications.

All material must, where applicable shall carry the SABS mark.

PS5.4 Removal of trees and other vegetation

No trees or vegetation may be removed without the prior written approval form the employers representative.
Labour intensive methods will be employed to remove trees under supervision of an experienced supervisor. The necessary safety precautions must be taken at all times.

PS5.5 Accommodation of Other Contractors

In addition to the requirements of Clause 4.8 of the General Conditions of Contract (GCC 2010), the Contractor must make allowances for other Contractors on the Site. This may involve adapting his program to accommodate the work of other Contractors and ensuring access to their sites along prescribed routes over the Site of this Contract. This must be considered when the works program is compiled as no extra claims will be entertained in this regard.

PS5.6 Subcontractors

It is a requirement of this contract, **that only local subcontractors shall be used** to carry out any subcontractor tasks.

In addition to the requirements of Clause 4.10 of the General Conditions of Contract, the Contractor shall be responsible for work carried out by subcontractors on his behalf. The Engineer will not liaise directly with such subcontractors. Problems related to payments, programming, workmanship, etc, shall be the concern of the Contractor and the subcontractor, and the Engineer will not become involved except in the case of the nominated subcontractor and only on overall performance and issues that relate to payment between the main contractor and nominated subcontractor.

PS5.7 **Opening Up and Closing Down Borrow Pits**

Not applicable.

PS5.8 **Adjacent Occupied Areas**

The Contractor shall organise the work to cause the least possible inconvenience to Mogale City LM and to the property owners adjacent to or affected by the work. The contractor shall exercise the greatest care to avoid unnecessary damage to trees, gardens, fences, wall, and structures on public and private property, and also strictly supervise the behaviour of his workmen. The material resulting from any demolition of existing structures shall be the property of the owner.

Each individual work area will be pre- determined and barricaded or cordoned off as to ensure minimal disruption of traffic flow and inconvenience to the residents.

Work in the proximity of the Provincial Roads

The contractors must take due care and exercise caution when working in the vicinity of the provincial road and all requirements and precautions stated in the Wayleave must strictly be adhered to. No plant may be parked, or structures erected within 30m of the Provincial Road. Notice to all relevant Provincial Authorities and arrangements with them shall be the full responsibility of the contractor and is deemed to be included in the rates tendered.

PS5.9 **Blasting operations and requirements.**

Blasting will be only be allowed where approved by the employer representative. Blasting to be done by approved blasting contractor and all regulation regarding blasting to be adhered to. A safety plan to be submitted prior to blasting.

PS5.10 **Beacons & Pegs**

The Contractor's attention is drawn to SABS 1200 A Clause 5.1.2 - Preservation and Replacement of Pegs subject to Land Survey Act - and to the liabilities of the Employer and the Contractor in this regard. The Contractor shall locate and mark all existing pegs for the whole site. Pegs can be encountered all over the site.

The Contractor shall be held responsible for the maintenance of all the cadastral and bench mark pegs on the site that are recorded as existing at the commencement of

construction, and for the placement of any pegs that are found to be missing or disturbed upon the completion of the contract.

PS5.11 **Surveying**

Surveying and setting out of works to be done in conjunction with surveyor of the client. Where the service of the contractor's surveyor is required prior approval to be given by client representative.

PS6 **AS-BUILT DRAWINGS**

The Contractor shall provide the Engineer with "As Built" drawings if required.

Only figured dimensions shall be used and drawings shall not be scaled unless required by the Engineer. The Engineer will provide the dimensions that may have been omitted from the Drawings.

PS7 **SAMPLES**

Materials or work that does not conform to the approved samples, submitted in terms of Subclause 26(4) of the General Conditions of Contract, will be rejected. The Engineer reserves the right to submit samples to tests to ensure that the material represented by the sample meets the specification requirements.

PS8 **NOTICES, SIGNS, BARRICADES AND ADVERTISEMENTS**

Notices, signs and barricades, erected in terms of Clause 31 of the General Conditions of Contract, as well as advertisements may be used only if approved by the Engineer. The Contractor shall be responsible for their supply, erection, maintenance and ultimate removal and shall make provision for this in his tendered rates.

The Engineer has the right to have any sign, notice or advertisement moved to another position or to have it removed from the Site of the Works should it in any way prove to be unsatisfactory, inconvenient or dangerous to the general public.

The standard name-board of the South African Association of Consulting Engineers is specified, the cost of which shall be included in the rates tendered for items PSA 8.3.1 and PSA 8.3.2 of Section 1200 A.

PS 9 WORKMANSHIP AND QUALITY CONTROL

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 own expense, institute a quality-control system and provide experienced Engineers, foremen, surveyors, 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 carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardised Specifications regarding the minimum frequency of testing that may be required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control. Also refer to GCC 2010 Clause 7

On completion and submission of every part of the work to the Engineer for examination, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to indicate compliance with the Specifications.

PS10 SPOIL MATERIAL & STOCKPILE MATERIAL

No indiscriminate spoiling of material is permitted. Surplus or unsuitable materials shall be spoiled or stockpiled at a site approved by the Engineer. Spoiling shall comply with the applicable statutory and municipal regulations.

Stockpiled material shall be classified and stockpiled on different heaps – for use as bedding, backfill or different road layer works. Special care shall be taken to stockpile material and the selective use thereafter. On this contract the selection and care shall be deemed to form part of the tendered rate for earthworks.

PS11 TRENCHES

Trenches and excavations shall not be left open at all during the builders' holidays <u>or for a period more than 48 hours at any time.</u> The careful guarding to maintain as is subsoil moisture conditions shall be an integral basis of this contract. If for any reason trenches have to be left open, hard barricading as approved by the Engineer with 24 hours site security must be provided. All of the above is deemed to be included in the rates as tendered.

PS12 TRANSPORT OF MATERIAL

All costs for transporting materials, shall be included in the applicable tendered rates. All references in the Specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these Project Specifications.

PS12.1 Approved Transportation Route for Loaded Material

All costs for transporting materials, shall be included in the applicable tendered rates. All references in the Specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these Project Specifications.

Where public streets are involved, an approved route for the transportation of loaded material shall be followed. On such route:

a) Loaded or muddy material falling from tucks on public roads or on completed work shall be removed immediately.

b) Roads shall be continuously broomed off and cleaned where mud tracking/falling debris occurs

PS13 EMPLOYMENT OF LOCAL LABOUR

PS13.1 General

It is the intention of Mogale City Local Municipality that this Contract should make maximum use of the local labour force that is presently unemployed. Only the Contractor's skilled key personnel may be used on the project. Employment of local labour shall be targeted at the most needy within the beneficiary community, with women and youth forming a proportion appropriate to the nature of the project and the community. All labour must be sourced through the local channels as prescribed by the Councils labour policy.

To this end the Contractor is expected to limit non-local employees to key personnel only and to employ and train local labour on this Contract.

The Contractor shall fill in the required EPWP Labour form: Key Personnel, and state how many non-local key personnel he intends to employ in the various categories.

The numbers stated on the above-mentioned form will be strictly controlled during the Contract period and any increase in numbers is subject to the approval of the Employer.

Payments will not be processed until the monthly EPWP labour report is received by MCLM.

PS13.2 **Requirements and activities**

Prospective tenderers must take note of the following:

a) It is required from the Contractor to provide all superintendence, labour, small tools and material for the execution of the works where local labour is involved.

a) Noise pollution must be kept to the minimum and the work hours will be from Monday to Friday from: 8:00 am to 5:00 pm, and no work will be permitted during public holidays.

b) People employed must be trained as far as practically possible for their respective tasks. An amount will be provided in the Schedule of Quantities for Accredited Training.

c) The following types of activities have been identified as suitable for labour-based construction methods on this project:
   - Cleaning of the road surface.
   - Accommodation of traffic.

PS13.3 **Wages**

The following minimum labour rates must be used as set by Mogale City Local Municipality:

1.	Unskilled labourer	- R 186.00 / person / day
2.	Semi-skilled labourer	- R 256.00 / person / day
3.	Skilled labourer	- R 328.00 / person / day
4.	CLO	- R 6,160.00 / month cell phone allowance included

Labour outside the EPWP is subject to prescriptive of the SAFCEC TARIFFS. It is the Tenderer's responsibility to verify the latest labour rates and any anticipated cost increases.

It will be expected from the Tenderers to give a detailed breakdown/explanation of the basis on which labour-based rates have been calculated. This is necessary to enable the Client to make the necessary "rate-adjustments" should minimum wages be changed, via Government legislation, during the course of this Tender.

No payment will be made if work scheduled for labour-intensive methods are done by machines, without prior approval by the Engineer.

Where skills training is provided, provision shall be made at the agreed task rate for time spent on training, both on and off site. No claim whatsoever will be considered for unsatisfactory production of local labourers.

The contractor is required to keep detailed records of employment for each task-based worker and experience of each work will be entered into a log book.

Payment of the CLO on a monthly basis will be done by the Contractor for the full duration of the contract.

PS13.4 **Liaison with local communities**

The Contractor is to liaise with the local community with regard to local labour to be employed. Mogale City Local Municipality will advise on procedures to be followed.

PS13.5 **Skills Related Training**

Details of the Accredited Training already provided under the auspices of the Mogale City Municipality can be provided to allow selection of suitable candidates.

PS13.6 **Utilization of workers**

a) The Contractor shall, in so far as it is reasonably feasible taking due cognisance of the nature of the works to be executed at any given time, utilise trained workers on those aspects of the works for which they have been trained.

PS13.7 **Labour-based Schedules**

The following guidelines are available to the prospective tenderers from the Department of Public works:

- Broad Guidelines for the Selection Criteria for Employment
- Guidelines for Task Based Payment Services and Conditions of Employment

The above guidelines are all contained in “the Framework Agreement for Public Works Project Using Labour Intensive Construction Systems.”

The contractor can also obtain a copy of SANS 1921: 2004 Sections 2,3 & 5 from SABS.

PS14 REFERENCES IN SCHEDULE OF QUANTITIES

The tenderer must check that the payment references in the Schedule of Quantities correspond with the description of the item concerned and the work required and also take into account the relevant clauses in the Project Specifications, Conditions of Tender, etc. with special references to Labour Intensive (LI) method of execution required.

PS14.1 Use of mechanical plant

The Contractor shall be deemed to have established before tendering the extent to which mechanical plant can be used on the Contract.

Authority to use mechanical plant will not be unreasonably withheld but if it is considered that circumstances are such that the use of plant shall be suspended temporarily or permanently, the relevant construction procedure shall be modified at the Constructor's cost and the Contractor shall be deemed to have no cause for claim against MOGALE CITY LOCAL MUNICIPALITY on account of having to continue the work by another method or if any order issued in terms of this Clause results in the mechanical plant having to stand idle for any period or having to be removed.

Where, due to proximity or any danger to existing structures or services, it is considered advisable to excavate by hand methods; it shall be deemed reasonable for the purpose of this Clause for authority to use mechanical plant to be withheld.

PS15. RATES ALL INCLUSIVE

The tendered rates must allow for all direct and indirect costs required for the provision and/or instruction of the items as listed in the Schedule of Quantities as no additional payments will be considered.

PS15.1 Payment for day works labour

Where payment for skilled or semi-skilled labour is claimed under day work items proof of such skills shall be submitted.

PS16. ESCALATION

General Escalation is only applicable to contracts of 12 months and longer (Not applicable) (Rates to be increased by CPI after 12months.) Base month will be date of Tender award.

PS17 ACCOMMODATION OF TRAFFIC

The Contractor must allow for the accommodation of traffic under the items allowed for in the Schedule of Quantities. These rates to allow for any temporarily bridges, safety measures at excavations, traffic signs as required by the Safety Regulations, etc. (Rates will be inclusive of traffic accommodation)

PS18 EARTHWORKS

The Contractor must allow for the control of flow of traffic where road earthworks are done. Material placed on a road must be levelled and compacted the same day to allow unhindered flow of traffic. No heaps of material may be left on the road after normal working hours.

PS19 OCCUPATIONAL HEALTH & SAFETY ACT

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:

1. 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

2. The contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and

3. 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.

   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.

A checklist of all Health & Safety Activities that may be required on site is included. The Tenderer is expected to implement all of the requirements as listed. Allowance is made

in the P&G's Section of the Schedule of Quantities (fixed and time related) to price all of the required safety measures to be executed and formalized on site.

The Contractor shall complete the "Agreement Form B1." included in Part 4 of the Contract and therein designate in writing the name of the responsible person required in terms of the General Safety Regulations R11 sub clause 1.

PS20 APPLICABLE STANDARDISED SPECIFICATIONS & REGULATIONS

For the purposes of this Contract, the following SABS 1200 Standardised Specifications shall apply:

SABS 1200 A	:	General (1986)
SABS 1200 C	:	Site clearance (1982)
SABS 1200 D	:	Earthworks (1990)
SABS 1200 DB	:	Earthworks (pipe trenches) (1989)
SABS 1200 DM	:	Earthworks (roads, subgrade) (1981)
SABS 1200 LE	:	Stormwater drainage (1982)
SABS 1200 M	:	Roads (general) (1996)
SABS 1200 MH	:	Asphalt base and surfacing (1996)
SABS 1200 MM	:	Ancillary roadworks (1984)

Variations and additions to the following SABS 1200 Standardised Specifications are given in Portion 2 of the Project Specifications:

SABS 1200 A	:	General
SABS 1200 C	:	Site clearance
SABS 1200 D	:	Earthworks
SABS 1200 DB	:	Earthworks (pipe trenches)
SABS 1200 DM	:	Earthworks (roads, subgrade)
SABS 1200 G	:	Concrete (structural)
SABS 1200 HA	:	Structural steelwork (sundry items)
SABS 1200 L	:	Medium-pressure pipelines
SABS 1200 LB	:	Bedding (pipes)
SABS 1350	:	Guardrails for Roads (W-section)
SABS 1200GA	:	Concrete (Small Works)
SABS1200MK	:	Kerbing and Channelling

All specifications for work not covered by the SABS 1200 Standardised Specifications are also bound in Portion 3 of the Project Specifications:

The following Labour-Intensive Specifications will be applicable:

SANS 1921-1 -	**2004 :**	**General Engineering and Construction Works**
SANS 1921-5 -	**2004 :**	**Earthwork Activities to be performed by hand**

REGULATIONS

The Contractor shall conform in all respects to the requirements contained in regulations by higher authorities. Such regulations shall include inter alia:

01) National Building Regulations.
02) Code of Practice for the Wiring of Premises, SABS 0142-1981 as amended.
03) The Mines and Works Regulations, Government Notice Number R1609 of 1962-09-28, as amended.
04) The Occupational, Health and Safety Act 85/93, as amended.
05) The local Municipal By-laws and Regulations as well as the regulations of the local Supply Authority.
06) The local Fire Regulations.
07) The regulations of Telkom.
08) The regulations of the local Gas Board where applicable.
09) The standard regulations of any Government Department or public service company where applicable.
10) The Regulations of Rand Water.
11) The Regulations of Eskom
12) Department of public works: Guide lines for the implementation of labour intensive infrastructure project
13) The NHBRC (*National Home Builders Registration Council*) Building code: Volume 1, 2 & 3.

The Contractor shall pay and indemnify the Employer against any fees or charges by law and shall keep the Employer and the Engineer indemnified against all penalties and liabilities of any kind for breach by the Contractor or any of the conditions due by law, except insofar as amended or specifically allowed by the Engineer.

PS21 **STATUS**

In event of disputes and/or discrepancies the different documentation will have the following status in order or precedence:

i) contract agreement;
ii) form of tender and appendix to form of tender;
iii) special conditions of tender;
iv) project specification;
v) general conditions of tender;
vi) particular specifications;
vii) schedule of quantity and summary;
viii) statutory regulations;
ix) standard SABS specifications;
x) any other standard specification

PART 2 : PROJECT SPECIFICATION

C3.4.2 PART 2

VARIATIONS AND ADDITIONS TO THE STANDARDISED SPECIFICATIONS FOR THIS CONTRACT, AND PARTICULAR SPECIFICATIONS

The following variations and additions to the COLTO Standardised Specifications referred to in the last clause of Portion 1 apply to this Contract. The prefix PS indicates an amendment to COLTO. The letters and numbers following these prefixes respectively indicate the relevant Standardised Specification and clause numbers in SABS 1200.

PS2.1 GENERAL

PS2 1.1 SCOPE

REPLACE SUBCLAUSE 1.1 *WITH THE FOLLOWING:*

"1.1 This specification covers requirements, principles and responsibilities of a general nature that are normally applicable to all civil engineering contracts, as well as the requirements for the Contractor's establishment on the Site."

PS2.2.1 Storage [Subclause 4.2]

The contractor shall make provision at his own expense for the proper storage of all material in connection with this contract. Small items shall be kept in an enclosed store, properly protected from damage or pilferage.

The supply and handling of materials

The contractor is to supply all materials required for the works. The transport to, and offloading at the site of the materials supplied by him shall be his responsibility and the cost shall be deemed to be included in the tendered rates.

Materials shall be handled with proper care at all times. Sufficient labour and equipment shall be on hand before loading or unloading is commenced. Under no circumstances may materials be dropped from vehicles

The engineer shall have the authority to forbid the transporting or handling of material in a manner, which he considers to be damaging, dangerous or inadequate. Breakage, damage or loss, in transport handling etc. shall be for the account of the contractor.

PS2.2.3 Restriction on the use of Plant

Add the following:
Construction Plant may only be used where permitted and for the works specified and approved by the engineer. The Contractors shall use only hand tools and equipment in the portion of the Works that are required in terms of the Project Specification and Schedule of Quantities to be constructed by labour-intensive methods.

PS2 3 CONSTRUCTION

PS2.3.1 Setting out Works [Subclause 5.1.1]

Where labour intensive work is specified, the Contractor shall also be responsible for the setting out of the daily tasks for task-labour.

PS2.3.2 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

REPLACE THE HEADING AND THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

PS2.3.2 LOCATION AND PROTECTION OF EXISTING SERVICES

PS2 3.2.1 Alterations and repairs to existing services

Unless the contrary is clearly specified or ordered, the Contractor shall not carry out alterations to existing services. When this is necessary, the Contractor shall inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

When existing services are damaged by the Contractor, he shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases the Contractor shall take the necessary steps to minimise damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted.

A list of important telephone numbers for use when services are damaged or need to be altered is provided below:

Electricity	:	011 951 2000 / 011 951 2440	After Hours
Water	:	011 951 2000 / 011 668 0628	
Sewerage	:	011 951 2000 / 011 668 0628011 951 3030	
Traffic	:	011 951 2000 / 011 951 2222	

The Employer will accept no liability for damages due to a delay in having such alterations or repairs effected. The Contractor shall provide all reasonable opportunity, access and assistance to persons carrying out alterations or repairs of existing services."

PS2.3.3 **SAFETY [SUB CLAUSE 5.7]**

ADD THE FOLLOWING:

Occupational Health and Safety Act, 1993 and the Construction Regulations, 2003 Safety requirements are to be in accordance with the Occupational Health and Safety Act and the Construction Regulations.

PS2.3.3.1 Responsibilities:

The Contractor is appointed by the Client to be in overall control and management of the construction site. The Contractor shall develop an Occupational Health and Safety Plan in accordance with this specification and the Client shall approve it.

The principal contractor shall be responsible for the following in order to ensure compliance with the provisions of the Act –

- Provide any contractor who is appointed to perform construction work for the principal contractor, with the relevant sections of the health and safety specification pertaining to the construction work, which has to be performed;
- Appoint each contractor in writing for the part thereof of the contract.
- Ensure that a contractor shall provide and demonstrate to the principal contractor a suitable and sufficiently documented health and safety plan, which plan shall be applied from the date of commencement of and for the duration of the construction work. A principal contractor shall discuss and negotiate with the contractor the contents of the health and safety plan and shall finally approve that plan for implementation.
- Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the principal contractor and contractor(s), but at least once every month;
- Stop any contractor from executing construction work which is not in accordance with the principal contractor's and/or contractor's health and safety plan for the contract which poses a threat to the health and safety of persons;
- Ensure that where changes are brought about, sufficient health and safety information and appropriate resources shall be made available to the contractor to execute the work safely.

- Ensure that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site.
- A principal contractor shall ensure that a copy of his or her health and safety plan, as well as the contractor's health and safety plan, is available on request to an employee, inspector, contractor, client or client's agent.
- Every contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of the Act and the Regulations, is opened and kept on site and made available to an inspector, client, clients agent or principal contractor upon request.
- A principal contractor shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall in addition include a record of all drawings, designs, materials used and other similar information concerning the completed structure.
- A principal contractor shall ensure that in addition to the documentation required in the health and safety file, a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done is included and available.
- No principal contractor shall appoint a contractor to perform construction work unless the principal contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.
- Where a contractor appoints another contractor to perform construction work, the responsibilities as determined in the Regulations and above that apply to the principal contractor shall apply to the contractor as if he or she were the principal contractor.

PS2.3.3.2 <u>Supervision of Construction Work</u>

Every contractor shall appoint a full-time competent employee designated in writing as the construction supervisor, with the duty of supervising the performance of the construction work.

The Contractor shall upon having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on the site: Provided that, where the question arises as to whether a construction safety officer is necessary, the decision of an inspector shall be decisive.

No contractor shall appoint a construction safety officer to assist in the control of safety related aspects on the site unless he or she is reasonably satisfied that the construction safety officer he or she intends to appoint has the necessary competencies and resources to assist the contractor.

PSA2.3.3.3 Risk Assessment

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

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

The contractor shall ensure that a copy of the risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.

The contractor shall consult with the health and safety committee or, if no health and safety committee exists, with a representative group of employees, on the development, monitoring and review of the risk assessment.

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

The principal contractor shall ensure that all contractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

No contractor shall allow or permit any employee to enter any site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

The contractor shall ensure that all visitors to a construction site undergoes health and safety instruction pertaining to the hazards prevalent on the site and shall be provided with the necessary personal protective equipment: Provided that where visits are made only to the site office which is not in direct contact with the construction work activities, those health and safety instructions and the provision of personal protective equipment may not apply.

Every employee on site shall-be in possession of proof of the health and safety induction training issued by a competent person of the contractor prior to the commencement of construction work; and carry the proof contemplated in paragraph (h) i for the duration of the contract or for the period that the employee will be on the construction site.

PS2.3.3.4 Documentation to be kept on Site

The following documents shall be prepared and maintained on site by the Contractor:

- Notification of Construction Work
- Copy of the latest edition of the Occupational Health and Safety Act.
- Proof of Registration with COID Insurer
- The Occupational Health and Safety Programme agreed with Employer including the Risk
- Assessment/s and Method Statements
- Occupational Health and Safety File
- Appointment/Designation forms
- Drawings
- List of Contractors (Sub-Contractors)
- Wayleave approvals

The following registers appropriate to the type of work to be undertaken in the Contract shall be prepared and maintained on site by the Contractor

- Construction vehicles and Mobile Plant Inspections
- Fire Equipment Inspection and Maintenance

PS2. 4 **TESTING**

PS2 4.1 **Principles**

PS2 4.2 **Approved Laboratories**

ADD THE FOLLOWING:
"The independent laboratory used by the Contractor and approved by the Engineer shall also be deemed an approved laboratory."

PS2.5 MEASUREMENT AND PAYMENT

PS2.5.1 MEASUREMENT

PS2.5.2 PAYMENT [SUBCLAUSE 8.2]

Monthly payment certificates should be submitted to the engineer's representative before a due date which is sufficiently early to allow for reconciliation of all quantities, rates, extensions and additions to the certificate. Daywork returns shall be submitted within 24 hours of the working day on which the work was executed.

PS2.5.2.1 Fixed Charged Items [Sub-Clause 8.3]

Political Riot and Malicious Damage Insurance

No Sum has been included in the Schedule of Quantities for Political Riot and Malicious Damage. Insurance cover for the Works shall be provided by the Contractor in terms of the General Conditions of Contract Clause 35.1.2, on an annual renewable basis with the sum assured each year being the estimated value of work.

PS2.5.2.2 Survey Costs

It is the Contractor's responsibility to set out the Works, and no claim for incorrect setting out will be considered.

It is the Contractor's responsibility to confirm the value of the various Bench Marks at the commencement of the contract. No extension of time or claim will be considered for unchecked, incorrect Bench Marks.

PART 3 : PARTICULAR PROJECT SPECIFICATION

C3.4.3 PART 3

These specifications must be read in conjunction with the relevant specifications.

The following Project Specifications forms part of the Contract have been written to cover phases or items of work involving a specialist type of operations or material to be encountered on this Contract and that are not adequately covered by the SANS 1200, COLTO or General Specifications.

MOGALE CITY: PROJECT SPECIFIC REQUIREMENTS

3.4.3.1 METHOD OF WORKING

- The contractor must at all times exercise care while undertaking the work to ensure that trees, shrubs, hedges, flowers, etc on the pavements or private properties adjoining the work areas are not unnecessarily removed or negatively affected by the work. Should any damages occur as a result of negligence on the part of the Contractor, he/she shall be responsible for costs in this regard.
- The contract must ensure that adequate safety procedures are employed at all times when working on/next to public roads and storm water channels. The contractor should also issue the required safety/ protective clothing, tools and traffic signs required to perform the work. Staff shall wear safety boots, reflective jackets, gloves and dust masks.
- Sand, weeds and debris removed from road gutters, sidewalks, storm water channels, catch pits, manholes and outlets must be removed from site within two working days. Material can be stored in plastic bags before removal, but may not be deposited directly onto sidewalks. The Employer shall advise the Contractor on the location of the dump site. The Contractor shall be responsible for the dumping costs.
- Repair work to exposed sidewalks, kerbs and potholes should be completed the same day to prevent further damage and possible accidents. Should it not be possible to fully reinstate the work area the same day, the Contractor must ensure that adequate protection measures are put in place avoid injuries to pedestrians and motorists.
- The Contractor will be held accountable for any claims arising out of injuries or damage to private property as a result of negligence or failure to provide adequate protection measures during the execution of the project
- The Contractor must, prior to commencement of the works order, submit a program outlining his intended work schedule, for the approval of the Employer's representative, which will be used to measure performance in accordance with the GCC, 2015 2nd edition and Mogale City Local Municipality Supplier Performance Monitoring and Evaluation Policy.
- Obstructions in waterways shall be removed when instructed by the Employer and the Contractor shall dispose of all material at designated spoil sites.
- When instructed by the Employer representative vegetation and debris removed shall be cut to size for transporting purposes.

3.4.3.2 QUALITY STANDARDS

The materials used for surfacing and patching and the construction methods used in In accordance with COLTO and to comply to the below standards and specifications:

3.4.3.2 .1 Slurry Surfacing - Rapid set Micro surfacing applied with a spreader box or by hand (bell mouths) and the following will apply:

- Each layer shall be capable of carrying traffic within 1 hour of laying.
- The slurry system shall be a process whereby a rubber modified bitumen emulsion as per the tables below with Rapid set characteristics, is combined with high quality aggregate pre-approved source in a purpose designed machine which applies a continuous cold mix.
- The Rubber Modified Cationic Emulsion Blend shall comply with the tables below and T-G1 2020 addition of AC-E1.
- The aggregate shall consist of approved crusher stone and shall comply with the requirements with regards to grading Type II below.
- Also refer to applicable tables as per Sabita Manual 40 below.

Sabita Manual 40, Table B14 Properties of Polymer Modified Emulsions for Machine-Applied Micro surfacing

Property		Unit	Test Method	Class AC-E1 (Overlay)
Binder content (m/m)		%	MB–22	62-65
Residue on sieving[1] (/100 ml)	710µm	g	MB-23	≤0,1
	150µm			≤0,5
Particle charge			MB-24	positive
Sedimentation after 60 rotations			SANS 4001 BT3	nil
Recovered binder residue			MB-20[2]	
Softening point	°C		MB-17	≥48
Elastic recovery @ 15°C	%		MB-4	≥50

TABLE B4302/11 (COLTO): GRADING LIMITS OF AGGREGATES FOR SLURRY SEALS

Sieve size (mm)	Percentage passing sieve, by mass				
	Fine slurry			Coarse slurry	
	Fine grade	Medium grade	Coarse grade	Type 1	Type 2
13,200					100
9,500				100	85-100
6,700		100	100	85-100	70-90
4,750	100	82-100	70-90	70-90	60-80
2,360	90-100	56-95	45-70	45-70	40-60
1,180	65-95	37-75	28-50	25-45	25-45

0,600	42-72	22-50	19-34	15-30	15-30
0,300	23-48	15-37	12-25	10-20	10-20
0,150	10-27	7-20	7-18	6-15	6-15
0,075	4-12	4-12	2-8	4-10	4-10

Sabita Manual 40, Table B10 Recommendations for Rapid Setting Slurries and Micro surfacing

Sieve Size (mm)	**Type II Percent Passing**	**Type III Percent Passing**	**Stockpile Tolerance**
Overlay or Rut fill (up to 12 mm)		**Rut fill (more than 12 mm)**	
10	100	100	
7	100	85 - 100	5%
5	90 - 100	70 - 90	5%
2	65 - 90	45 - 70	5%
1	45 - 70	28 - 50	5%
0.6	30 - 50	19 - 34	5%
0.3	18 - 30	12 - 25	4%
0.15	10 - 21	7 - 18	3%
0.075	5 - 15	5 - 15	2%

MIX design

The mix design is to be supplied by the Contractor containing the following minimum information but not limited to: aggregate source, water source, cement, curing time, mixing time 90 – 120 seconds, marshal voids, wet track abrasion, grading, lose bulk density, sand equivalency, methylene blue, binder content,

Prices tendered are to be based on above proportions with variations as necessary on emulsion and cement.

MATERIALS

Cationic Emulsion to be used for rejuvenating agent to be pre -approved by the Engineer.

Only Bitumen Rubber sealant may be used as specified

The rubber must meet the requirements as specified in Sabita Manual 40. Bitumen (70/100) must meet the requirements as specified in SANS BT1. The micro surfacing emulsion consisting out of SBR latex must conform to AC-E1 specifications of T-G1

CONSTRUCTION

The Rapid set Slurry to be applied with a purpose built Slurry truck, using a spreader box.

3.4.3.2 .2 SINGLE SEALS

For Single Seals Bitumen rubber to be used, using either a 9,5mm or 13,2 mm aggregate which should be applied at the nominal application rates as specified in the Bill of Quantities.

MIX design

The mix design and intended application rate to be submitted by the Contractor prior to commencement of the works for pre- approval.

CONSTRCUTION

The required plant such as a chip spreader and Roller to be used for constructing the surfacing.

1.4.3.2.3 Asphalt (TPA medium)

The relevant asphalt mixes for the base and surfacing layers shall satisfy the requirements in table

B4203/1.

TABLE B4203/1: ASPHALT MIX REQUIREMENTS: SURFACING

Property	Unit	Continuous graded Surfacing mixes
Marshall Stability	kN	8 – 18
Marshall flow	mm	2 – 6
Stability/Flow	kN/mm	2,5 (min)
VMA	%	15 (min)
VFB	%	65 – 75
Air voids	%	3 – 5
Indirect tensile strength @ 25ºC	kPa	> 1000 (min)
Dynamic Creep Modules @ 40ºC	MPa	20 (min)
Modified Lottmann	TSR	0,8 (min)
Air permeability @ 7% voids	cm2	1×10^{-8}
Binder film thickness	.001mm	5,5 – 8,0
Filler/bitumen ratio	-	1,0 – 1,5
Water permeability measured on 100mm cores from trial section. (AAPT test 98)	$X\ 10^{-5}$ cm/s	Report*

3.4.3.3 MEASUREMENT AND PAYMENT

3.6.3.3 (a) Preliminary and General

A 12% additional charge on each order value will be for full compensation for the Contractor's charges to complete the full task inclusive of Preliminary and General, labour, plant, material and all other cost associated with completion of the task. No additional payment will be made for any item in the task not listed but form part of the execution of the works.

3.4.3.3 (b) Road Marking

Retro -reflective Road marking paint to be used, measured per Km applied as per the specified width in the BOQ. Paint to comply to SANS specifications for road marking paint.

3.4.3.3 (c) Traffic accommodation

Traffic accommodation to be measured and paid per km for the following routes:

(a) Primary/Secondary - multi lanes
(b) Secondary - single lane
(c) Main Tertiary - single lane
(d) Tertiary - single lane

3.4.3.3 (d) Slurrys, Single seals, Patching and Asphalt

The tendered rates will be for all activities related to the application of the seals and treatment of the road surface and will be all inclusive of material, labour and plant required to achieve the required compaction and finishing as per COLTO standard requirements:

Item:	**Unit**
Accommodating traffic and maintaining temporary deviation's	**Km**
Sawing asphalt on cemented pavement layers for patching	**m^2**
Excavation in existing pavements for patching	**m^3**
Backfilling of excavations for patching	**m^3**
Compacting using rollers and rammers	**m^2**
Apply Prime Coat	**Liter**
Slurry Surfacing	**m^3**
Rejuvenator spray	**Liter**
Bitumen rubber	**L/m^2**
Asphalt	**t (Ton)**

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 bid 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.

ITEM	DESCRIPTION	YES	NO
1.	Bidder must attach the Central Supplier Database (CSD) registration report.		
2.	Copies of ID's for company/entity directors		
3.	The bidding entity and its director(s) must submit Municipal Rates and Taxes account which is not older than three (3) months / ninety (90) days in arrears at the time of the closing date.		
4.	If the bidding entity and its director(s) does not have a Municipal Rates and Taxes account, it must submit a Municipal Service Charges Statement (water statement or electricity statement or refuse removal statement or sewerage statement).		
5.	If the bidding entity and its director(s) does not own a property it must submit a valid lease agreement which has the address of the business or Rental Statement which is in the name of the business.		
6.	If the Bidding Entity and its director(s) operates from Informal settlement and does not have a Municipal Rates Account, ❖ the bidder must submit Confirmation on Municipality / Metro letterhead signed and stamped by the ward Councillor / delegate with contact details and not older than three (3) months. ❖ An original letter from a tribal authority not older than three (3) months indicating that the business is operating on tribal land.		
7.	If the bidding entity and its director(s) operates from parents' place or any other place and is not responsible for Municipal account / Services. ❖ The bidding entity must submit an original Sworn Affidavit by the property owner.		
8.	If the bidding entity and its director(s) is in the process of acquiring new property, which property has not yet been transferred to its name, a letter from the conveyancing attorney(s) must be submitted.		
9.	If the bidding entity and its director(s) submit a Municipal Account which is in the name of the Trust Account, and original Sworn Affidavit from the Trustees must be furnished explaining that factor.		
10.	If the bidding entity's director(s) submit a Municipal Account in the name of the other spouse, an original Sworn Affidavit explaining the fact must be submitted.		
11.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD 's forms duly completed and signed. e.g. MBD1, MBD 4,MBD 5, MBD 6.1, MBD 8 AND MBD 9.		
12.	All pages requiring information have been completed in full and in black ink.		
13.	Bids must be submitted in original document.		
14.	No pages removed from the tender document		
15.	A copy of the resolution of your Board of Directors, similar to the attached specimen, authorizing the signatory to sign the tender and the subsequent contracts, has been attached and signed.		
16.	JV agreement has been attached and signed (if applicable)		
17.	Pricing Schedule must be completed and signed		

18.	In case of any amendments made, must be initialed in each alteration by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		
19.	Please declare any interest as required in terms of MBD - 4 truthfully and correctly as incorrect declarations are considered a criminal offence. ▪ Personal Tax Numbers included ▪ State Employee Number / Persal Number ▪ Identity number ▪ Name		
20.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed. Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

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, such as, municipal accounts, CSD, etc.**
- **No communication with Mogale City Municipal officials is allowed after the closing date of the tender.**
- **The only authorized form of communication will be through the Supply Chain Management Office email address at** SCMEnquiries@mogalecity.gov.za