



COMMUNITY DEVELOPMENT SERVICES

TENDER NUMBER: CDS (L) 01/2023

TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH THE CIDB GRADING OF 3GB OR 2GB PE OR HIGHER FOR THE SUPPLY, DELIVERY, INSTALLATION & MAINTENANCE OF MODULAR LIBRARIES FOR MCLM LIBRARIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.

Name of Tendering Entity	
Name of Tendering Entity Representative	
Physical Address of Tendering Entity	
Postal Address of Tendering Entity	
Contact Details of Tendering Entity	Tel. _____ Cell: _____ Email: _____
Tender Amount carried from Form of Offer (incl VAT)	R _____ (incl. VAT)
CIDB Grading & CRN No	
CSD MAAA NO:	
TAX COMPLIANCE STATUS (TCS) NO:	

Prepared for:

Mogale City Local Municipality
 P O Box 94
 KRUGERSDORP
 1740
 Tel: 011 951 2541

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

MOGALE CITY LOCAL MUNICIPALITY



THE TENDER:

PART T1: TENDERING PROCEDURES

• **PART T1: TENDERING PROCEDURES**

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

MBD 1



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALE CITY LOCAL MUNICIPALITY					
BID NUMBER:	CDS(L) 01/2023	CLOSING DATE:	25 OCTOBER 2022	CLOSING TIME:	11:00
DESCRIPTION	TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH THE CIDB GRADING OF 3 GB OR 2GB PE OR HIGHER FOR THE SUPPLY, DELIVERY, INSTALLATION & MAINTENANCE OF MODULAR LIBRARIES FOR MCLM LIBRARIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.				
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	NOT APPLICABLE	TOTAL PRICE	BID R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	DEPARTMENT	Community Development Services
CONTACT PERSON	Ofentse Matsose	CONTACT PERSON	Nthabiseng Raduvha
TELEPHONE NUMBER	011 951 2014/2177/2541	TELEPHONE NUMBER	011 951 2505 / /0614634063
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	nthabiseng.raduvha@mogalecity.gov.za
E-MAIL ADDRESS	Ofentse.matsose@mogalecity.gov.za	nthabiseng.raduvha@mogalecity.gov.za	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF 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 06 September 2022
TENDER NO: CDS(L) 01/2023

MOGALE CITY LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Community Services: Libraries

TENDER NO: CDS(L) 01/2023

TENDERS ARE HEREBY INVITED FROM CONTRACTORS WITH THE CIDB GRADING OF 3 GB OR 2GB PE OR HIGHER FOR THE SUPPLY, DELIVERY, INSTALLATION & MAINTENANCE OF MODULAR LIBRARIES FOR MCLM LIBRARIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

Adjudication: 80/20

Tenders will be evaluated using functionality evaluation criteria of **24 points** of which the contractor is required to score the minimum of **09 points** in order to be considered for further evaluation. Tenders will be evaluated using the **80/20** preference point system which awards **80 points for Price** and **20 points for attaining the BBEE status level of contribution** in accordance with the table below:

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

Technical Enquiries: Nthabiseng Raduvha (011) 668 0667/061 463 4063
Tender Documents: Maropeng Mokhatla Tel: (011) 951 2580 /2177/2541

Documents available: As from **Tuesday 06 September 2022** on www.etenders.gov.za or www.mogalecity.gov.za

Closing date: Tuesday 25 October 2022

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.

COMPULSORY TENDER DOCUMENTS:

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

BIDDING TENDER CONDITIONS:

1. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ www.csd.gov.za
1. 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.
2. According to the amended Codes of Good Practice, an *Exempted Micro Enterprise (EME)* is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R10 million or less and level of Black ownership to claim BEE points
3. According to the amended Codes of Good Practice, Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R50 million or less and level of Black ownership to claim BEE points.
4. A trust, consortium or joint venture will qualify for points for the BBBEE status level as a legal entity, provided that the entity submits their consolidated BBBEE status level certificate. If a bidder does not submit a certificate substantiating the BBBEE status level of contribution/ and Affidavit or is a non-compliant contributor, The bid will be evaluated on an 80/20 principle where 80 points will be price and 20 points is BBBEE component.
5. Certified copies of their BEE certificates from an accredited BEE verification agency with their tender submission or sworn Affidavit.
6. Tenders by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture

will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severally bound.

7. No late tender will be accepted.
8. Telefax or e-mail tenders will not be accepted.
9. Tenders may only be submitted on the bid documents as provided by Mogale City.
10. The use of tipp-ex is not allowed on the bid documents.
11. Bids completed in pencil will be regarded as invalid bids.
12. No page(s) may be removed from the original tender document
13. No electronic signature will be accepted the bidder's signature must always be signed by hand in black ink.
14. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document;
15. In the event of a mistake having been made on the pricing schedule, it shall be crossed out in ink and be accompanied by a full signature at each and every alteration.
16. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
17. The lowest or any tender will not necessarily be accepted, and Mogale City reserves the right to accept a tender in whole or in part.
18. The validity period for this tender is ninety (90) days.
19. A Corporate social responsibility contribution of two (2) percent inclusive of 15%VAT will be levied on all companies/ service providers appointed as successful bidders if such companies are not based in the area of jurisdiction of Mogale City.
20. The Municipality reserve the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations
21. The Municipality reserves the right to appoint and not to appoint.
22. All tender prices must be inclusive of VAT for all registered VAT vendors.
23. All bid prices must be in RSA currency and inclusive of VAT. All prices and details must be legible / readable to ensure the bid will be considered for adjudication.
24. In the instance of a term tender (period longer than one year), please indicate the estimated annual price increase and the intervals of such increases.
25. All bids must be submitted on the official forms and may not be re-typed, copied or scanned.
26. Bids will be opened immediately after the closing date and time in a venue to be indicated.
27. No bids will be accepted from persons in the service of the state as it is defined in the Municipal Finance Management Act and Regulations.
28. The supply chain management policy of Mogale City Local Municipality allow persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action.
29. Tender documents may be downloaded from e-tender portal at www.etenders.gov.za as well as www.mogalecity.gov.za

MR MAKHOSANA MSEZANA
MUNICIPAL MANAGER

- **PART T1: TENDERING PROCEDURES**

- **T1.2 TENDER DATA**

- **T1.2.1 CONDITIONS OF TENDER**

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

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

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

- **T1.2.2 TENDER DATA**

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

The additional Conditions of Tender are:

Clause Number	Tender Data
F.1.1	The Employer is, Mogale City Local Municipality
F.1.2	The tender documents issued by the Employer comprise of: Part T1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data Part T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules Part C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Forms of Securities Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities Part C3: Scope of Work C3.1 Description of the Works C3.2 Project Managing C3.3 Procurement C3.4 Construction C3.5 Management of the Works C3.6 Project Specifications C3.7 Health and Safety Specifications C3.8 Environmental Management During Construction Part C4: Site Information C4.1 Site Information Part C5: Annexure C5.1 Drawings C5.2 Finishing Schedules

Clause Number	Tender Data
F.1.3.2	The tender document of the winning tenderer will become the contract document between the Employer and Contractor.
F.1.4	Communication Each communication between the Employer and a tenderer shall be to or from the Employer's Project manager only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The Employer's agent is: N/A Contact Person : Nthabiseng Raduvha Company Name : Mogale City Local Municipality Address : Mogale City Central library Von Brandis Street Krugersdorp Telephone : (011) 951 2505 : 0614634063 Facsimile : N/a Email Address : nthabiseng.raduvha@mogalecity.gov.za
F.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.
F.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.
F.1.6.2	Corporate Social Responsibility A two (2) percent 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.
F.1.6.3.1	Tenderers shall submit their proposals. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in F.3.11.3 in the Tender Data.
F.2.1	Eligibility Criteria and Requirements CIDB Registration and Grading: 1) Only tenderers who are registered with the CIDB or have a sub-contractor registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3GB or 2GB or HIGHER class of construction work, are eligible to submit tenders. 2) Only the following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders: contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3GB or 2GB or HIGHER class of construction work; and 3) Joint ventures are eligible to submit tenders provided that: i) Every member of the joint venture is registered with the CIDB; ii) The lead partner has a contractor grading designation in the 3GB or 2GB or HIGHER class of construction work; and iii) The combined contractor grading designation calculated in accordance with the CIDB Regulation is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3GB or 2GB or HIGHER class construction work. 4) Information to be submitted with the tender:

	The tenderer shall submit CV's of the management and key staff submitted in this tender document that will be employed to carry out this project, together with satisfactory evidence that such staff members satisfy the eligibility requirements.
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Clause Number	Tender Data
F.2.7	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 Nthabiseng Raduvha Tel: (011) 951 2505 /0614634063 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.
F.2.13.	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 Commissioner and Market Street in Krugersdorp. Identification Details: Tender reference number, Title of Tender Closing date and time of the tender, Tenderer's name, his authorised representatives name, Postal address and telephonic contact numbers
F.2.13.6	This tender will be submitted as a 1 envelope tender document
F.2.13.10	Additional Clause: All annexures (for the Returnable Schedules) must be submitted in a separately bound document together with the tender document.
F.2.15.1	Refer to the Invitation to Tender for the closing time for submissions of the tender offers. No late submissions will be considered. Telephonic, telegraphic, telex, facsimile or emailed submission offers will not be accepted.
F.2.16	All Bids shall remain valid for a period of one hundred and twenty (120) days after the time and date set for the opening of Bids, or until the tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the tenderer may be requested in writing, to extend the validity of this tender for a specific period. The written approval of the tenderer must then be received before the lapsing of the original validity period, in order to remain valid.
F.2.23	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 T2.2.7T2.2.8 Preference Points Claim Form T2.2.9 Declaration of Tenderer's Past Supply Chain Management Practices T2.2.10 Certificate of Independent Bid Determination T2.2.11 Capacity to Execute Work T2.2.12 Key Personnel/Project Team T2.2.13 Previous Experience T2.2.14 Financial Capacity T2.2.15 Schedule of Proposed Subcontractors T2.2.16 Rates for Special Materials T2.2.17 Declaration of bidder's Municipal Account (s) T2.2.18 Tax Clearance Certificate T2.2.19 Declaration of Good Standing Regarding Income Tax T2.2.20 B-BBEE Certification T2.2.21 Certificate of Contractors Registration issued by the Construction Industry Development Board T2.2.22 Occupational Health and Safety Questionnaire

Clause Number	Tender Data
F.2.23	Failure to submit the required returnable schedules will deem the bid as non-responsive. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
F.3.4	Opening of tender submissions: Tenders will be opened in public. Tender names and total prices, where practical will be read out.
F.3.8	Tenders will be deemed non-responsive if the following conditions are not met: • The contractors fails to comply with the pre-qualification criteria for preferential procurement. • The contractors fails to meet the minimum qualifying score for functionality evaluation criteria for a tender • The contractors fails to submit a valid CIDB certificate
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and preference. Although quality does not determine the award, quality will be evaluated first (as outlined below) and if the tenderer does not meet the minimum quality criteria, he/she will be eliminated and the tender will not be evaluated further.
F.3.11.3	Tenders are to be evaluated on the basis of an 80/20 system, 80 points for price and 20 points for attaining the Broad Based Black Economic Empowerment (BBBEE) status level of contribution. The below mentioned criteria regarding Functionality are required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to "scope of work". <u>Bid Criteria:</u> Failure to comply with the following listed conditions will lead to non-compliance, bidders will be rejected after this phase and will not continue to the price scoring stage: 1. Failure to achieve the minimum total score of 9 points out of 24 points. 2. Failure to score the minimum points in <u>each</u> Criteria section (1, 2 and 3) listed in the table below. If the bidder achieves a total score equal to or above the minimum of 9 points but fails to reach the minimum points stipulated for each criterion (1, 2 and 3) the bid will be deemed as non-compliant and will be rejected.

Technical Evaluation Criteria

- The below mentioned criteria regarding Functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to specifications.

Bid Criteria:

Failure to comply with the following listed conditions will lead to non-compliance, bidders will be rejected after this phase and will not continue to the price scoring stage:

- Failure to achieve the **minimum total score of 9, points out of 24 points**
- Failure to score the **minimum points in each Criteria section** (1, 2 and 3) listed in the table below, If the bidder achieves a total score equal to or above the minimum of **9** points but fails to reach the minimum points stipulated for each criterion (1, 2 and 3) the bid will be deemed as non-compliant and will be rejected.

Technical Evaluation Criteria			
1.Infrastructure and Resources Available Plant & Tools			
<i>Vehicles: Proof of ownership will be valid registration documents. Equipment: A signed letter must be submitted on a company letterhead stating the equipment to be used on the project is owned by the company. OR if hiring, letter from hiring company stating permission to use vehicle/equipment for the duration of this project.</i>			
Item	Equipment	Weight	Minimum Points
1.1	- Minimum of one light delivery vehicle (LDV) (1) hire or (2) own. - Proof of ownership is required if own or letter of intent is required	2	1
1.2	Minimum of one (1) bomag compactor (1) hire or (2) own.	2	1
1.6	TLB (1) hire or (2) own.	2	1
		6	3

Technical Evaluation Criteria			
2.Qualified Personnel			
<i>Detailed CV must be attached for each team member. *Certified Copies of Certificates to be attached.</i>			
Item	Personal	Weight	Minimum Points
2.1	<u>Site Agent (supervisor)</u> Site Agent with Level 5 Qualification or higher in built industry with minimum (2-5) years' experience. (2 points) OR Site Agent with NQF Level 5 (N6) or higher in built industry with minimum (6-10) years' experience.(4 points).		

	OR Site Agent with NQF Level 5 (N6) Qualification or higher in built industry with minimum (11 years' experience and above after getting the qualification.(6 years).	6	2
2.2	<u>Qualified Plumber Required</u> Valid Trade test and minimum two to three (2-3) years' experience after obtaining the qualification. (2 points) OR Valid Trade test and minimum four to six (4–6) years' experience after obtaining the qualification. (4 points) OR Valid trade test and seven (7) years' or more experience after obtaining the qualification (6 points).	6	2
		12	4

Technical Evaluation Criteria			
3.Company experience			
<i>Tenderer must attach works order and reference letter stating successful completion of previous projects. Similar project experience (supplying and installation of modular structure eg. library, classroom, office) completed. proof to be attached)</i>			
Item	Experience	Weight	Minimum Points
3.1	Minimum of one (1) to two (2) similar projects completed. (2 points) OR three (3) to six (6) projects completed (4 points). OR More than Seven (7) projects completed .(6 points).	6	2
TOTAL POINTS		24	9

For purpose of comparison and in order to ensure meaningful evaluation. Bidders are requested to furnish detailed information in substantiation of compliance to functionality criteria mentioned.

These criteria shall only determine whether a tender will be further be evaluated and will not influence the points scored on Price.

If the tenderer fails to reach the minimum points stipulated for each criterion (1, 2 and 3), the tenderer will be rejected, even if the required **9 out of 24** points are achieved.

Standard Conditions of Tender

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

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

- a) **Conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

- b) **Comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **Functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and Employer's Agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.

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

F.1.6 Procurement Procedures

F.1.6.1 General

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

F.1.6.2 Competitive Negotiation Procedure

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

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal Procedure Using the Two Stage-System

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's Obligations

F.2.1 Eligibility

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

F.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of Tendering

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

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

F.2.3 Check Documents

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

F.2.4 Confidentiality and Copyright of Documents

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

F.2.5 Reference Documents

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

F.2.6 Acknowledge Addenda

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

F.2.7 Clarification Meeting

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

F.2.8 Seek Clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the Tender Offer

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

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

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

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

F.2.11 Alterations to Documents

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

F.2.12 Alternative Tender Offers

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

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

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

F.2.13 Submitting a Tender Offer

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- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** 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.
- F.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 proposall and place the remaining returnable documents in an envelope marked -technical proposall. Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** 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.
- F.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.
- F.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.
- F.2.14** **Information and Data to be completed in all Respects**
- Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
- F.2.15** **Closing Time**
- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
- F.2.16** **Tender offer Validity**
- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
- F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of Tender Offer after Submission

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

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

F.2.18 Provide Other Material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

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

F.2.19 Inspections, Tests and Analysis

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

F.2.20 Submit Securities, Bonds and Policies

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

F.2.21 Check Final Draft

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

F.2.22 Return of Other Tender Documents

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

F.2.23 Certificates

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

F.3 The Employer's Undertakings

F.3.1 Respond to Requests from the Tenderer

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

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

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

F.3.2 Issue Addenda

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

F.3.3 Return Late Tender Offers

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

F.3.4 Opening of Tender Submissions

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

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

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

F.3.5 Two-Envelope System

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

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

F.3.6 Non-Disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for Rejection and Disqualification

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

F.3.8 Test for Responsiveness

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

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

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

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

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

F.3.9 Arithmetical Errors, Omissions and Discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices

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

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

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

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

F.3.10 Clarification of a Tender Offer

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

Data Pertaining to CIDB Registration

Basis for CIDB Rating Requirement – CIDB Table 8

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	Less Than or Equal to (R)
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	"No limit"

Information regarding the CIDB can be obtained from their website:

www.cidb.org.za

APPLICATION

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

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

3. An organ of state must-

(a) determine and stipulate in the tender documents-

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

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

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

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

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

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

(ii) If it is unclear which preference point system will be applicable, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system;

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

(c) Determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;

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

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

PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

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

- (a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
- (b) an EME or QSE;
- (c) a tenderer subcontracting a minimum of 30% to-
 - (i) an EME or QSE which is at least 51% owned by black people;
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
 - (iii) an EME or QSE which is at least 51% owned by black people who are women;
 - (iv) (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (v) (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (vi) a cooperative which is at least 51% owned by black people;
 - (vii) (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
 - (viii) an EME or QSE.

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

F.3.11 Evaluation of Tender Offers

F.3.11.1 General

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

TENDERS TO BE EVALUATED ON FUNCTIONALITY

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

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

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50 MILLION

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

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

Where

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

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

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

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

B-BBEE status level of contributor	Number of points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

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

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

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

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

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

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

- (9)(a) If the price offered by a tenderer scoring the highest points is not market related,

the organ of state may not award the contract to that tenderer.

(c) The organs of state may-

- (i) Negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

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

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

Where-

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

Where

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

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

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

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

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

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

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

- (a) may only score points out of 90 for price; and
- (b) scores 0 points out of 10 for B-BBEE.

(5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the

tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.

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

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

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

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

(b) The organs of state may-

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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

Where

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

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

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

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring functionality

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

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

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

Where:

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- 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.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

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

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

F.3.17 Provide copies of the contracts

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

F.3.18 Provide written reasons for actions taken

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

F3.19 Transparency in the procurement process

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

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

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

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title
- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

- F3.19.6** Consultative Forum must be an independent structure from the bid committees. F3.19.7 The information must be published on the employer's website.
- F 3.19.8** Records of such disclosed information must be retained for audit purposes.

MOGALE CITY LOCAL MUNICIPALITY



THE TENDER:

PART T2: RETURNABLE DOCUMENTS

- **PART T2: RETURNABLE DOCUMENTS**
- **T2.1 LIST OF RETURNABLE DOCUMENTS**

The Tenderer must complete the following returnable documents:

- T2.2.1 Record of Addenda to Tender Documents
- T2.2.2 Compulsory Enterprise Questionnaire
- T2.2.3 Authority of Signatory
- T2.2.4 MCLM Corporate Social Responsibility
- T2.2.5 Proposed Amendments and Qualifications
- T2.2.6 Declaration of Interest
- T2.2.7 Preference Points Claim Form
- T2.2.8 Declaration of Tenderer's Past Supply Chain Management Practices
- T2.2.9 Certificate of Independent Bid Determination
- T2.2.10 Capacity to Execute Work
- T2.2.11 Key Personnel/Project Team
- T2.2.12 Previous Experience
- T2.2.13 Financial Capacity
- T2.2.14 Schedule of Proposed Subcontractors
- T2.2.15 Rates for Special Materials
- T2.2.16 Declaration of bidder's Municipal Account
- T2.2.17 Tax Clearance Certificate
- T2.2.18 Declaration of Good Standing Regarding Income Tax
- T2.2.19 B-BBEE Certification
- T2.2.20 Certificate of Contractors Registration issued by the Construction Industry Development Board
- T2.2.21 Occupational Health and Safety Questionnaire

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

Check List

• 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 certified copy of resolution					
T2.2.4	MCLM Corporate Social Responsibility					
	Attached CM29					
T2.2.5	Proposed Amendments and Qualifications					
T2.2.6	Declaration of Interest					
	Attach proof of authority if required					
T2.2.8	Preference Points Claim Form					
T2.2.9	Declaration of Bidders Past Supply Chain Management Practices					
T2.2.10	Certificate of Independent Bid Determination					
T2.2.11	Capacity to Execute Work					
	Letter of intent/agreement from hiring company					
T2.2.12	Key Personnel/Project Team					
	CV's and qualifications attached					
T2.2.13	Previous Experience					
	Completion certificates/verification letter of successful completion by client attached					
T2.2.14	Financial Capacity					
	Bank rating certificate attached in separate bound document					
T2.2.15	Schedule of Proposed Sub-Contractors					
T2.2.16	Rates for Special Materials					
T2.2.17	Declaration of bidder's Municipal Account attached					
T2.2.18	Tax Clearance Certificate					
	Original tax clearance certificate attached in separate bound document					
T2.2.19	Declaration of Good Standing Regarding Tax Income					
T2.2.20	B-BBEE Certificate					
	Valid B-BBEE certificate attached					
T2.2.21	Certificate of Contractors Registration issued by the Construction Industry Development Board					
	CIDB certificate attached					
T2.2.22	Occupational Health and Safety Questionnaire					
	Attach:					
	Management structure & organogram					
	Human resource plan					
	Letter of good standing					
	COVID Insurance					

T2.2 Returnable Schedules

- **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 2018	R.	
Year 2019	R.	
Year 2021	R.	
Anticipated turnover for 2022 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		

T2.2 Returnable Schedules

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 **“SUPPLY, DELIVERY, INSTALLATION AND MAINTENANCE OF MODULAR LIBRARIES FOR MCLM LIBRARIES 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 responsibilities.

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 OR CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE
MEMBERS/DIRECTORS/PARTNERS AS THE CASE MAY BE.)

• **T2.2.4 MCLM CORPORATE SOCIAL RESPONSIBILITY**

Mogale City Corporate Social Responsibility

In terms of Mogale City Corporate Responsibility, non-Mogale City based Services Providers will contribute 1% 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 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 one percent (1%) 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 Project Manager may, at his discretion, direct that the works shall be performed as specified, in which case the contract amount shall be adjusted according to the value declared in the associated qualification.

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

T2.2 Returnable Schedules

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
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, shareholder²):.....

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.

.....

¹MSCM 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.

T2.2 Returnable Schedules

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:

.....

.....

T2.2 Returnable Schedules

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000. 00 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:
- 2.

PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
TOTAL POINTS FOR PRICE AND B-BBEE MUST NOT EXCEED	100

- 2.1 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 2.2 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

3. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

T2.2 Returnable Schedules

4. ADJUDICATION USING A POINT SYSTEM

- 4.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 4.2 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;.
- 4.3 Points scored must be rounded off to the nearest 2 decimal places.
- 4.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 4.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 4.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

5. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

6. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

T2.2 Returnable Schedules

- 6.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 6.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 6.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 6.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 6.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 6.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 6.9 Only bidders with level 1, 2 and 3 will be considered for evaluation

7. BID DECLARATION

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

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

- 8.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

9. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	

- 9.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	
-----	--	----	--

10. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/firm:.....

10.2 VAT registration number:.....

10.3 Company registration number:.....

10.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

10.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

10.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

10.7 MUNICIPAL INFORMATION**Municipality where business is situated:****Registered Account Number:****Stand Number:**.....

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

11. 8.8 Previous Experience

Description	Value (R VAT excluded)	Year(s) executed	Reference		
			Name	Organisation	Tel no

T2.2 Returnable Schedules**8.13 List of shareholders by Name, Position, Identity number, Citizenship, HDI status and ownership as relevant.**

Name	Date/Position Occupied in Enterprise	ID Number (please attached certified copies of ID's)	Date RSA Citizenship obtained	HDI	Women	Disabled	Youth (person not older than 35 years of age)

T2.2 Returnable Schedules**8.14 List of Shareholders by Name, Percentage (%) of Business/Enterprise Owned, Residential Address**

Full Name	Identity (ID) Number (Please Attach Certified Copies of ID's)	% of Business/Enterprise Owned	Residential Address

T2.2 Returnable Schedules

11.1 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 –
 - disqualify the person from the bidding process;
 - recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - 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;
 - 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:

ADDRESS

.....
.....

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

MBD 8

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	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 ☐

T2.2 Returnable Schedules

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

• **T2.2.10**

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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 quotations, 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:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ 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.

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.

MBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2 Returnable Schedules

• **T2.2.11 CAPACITY TO EXECUTE WORK**

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

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

DESCRIPTION, SIZE, CAPACITY	NUMBER

Attach additional pages if more space is required.

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

DESCRIPTION, SIZE, CAPACITY	NUMBER

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2 Returnable Schedules

• T2.2.12 KEY PERSONNEL/PROJECT TEAM

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

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

Designation	Name of Nominee	Nationality	Summary of		HDI Status Yes/No	NQF 5 Certified Yes/No
			Qualifications	Experience and Present Occupation		
Site Agent						
Qualified Plumber						

Signed

Date

Name

Position

Tenderer

CV Template

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:			

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

.....
Date

- **CV TEMPLATE**

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:			

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

.....
Date

T2.2 Returnable Schedules

• T2.2.13 PREVIOUS EXPERIENCE

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

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

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

THE FOLLOWING TABLE MUST BE COMPLETED

EMPLOYER (Name and tel no and email)	CONSULTING PROJECT MANAGER (name, tel no and email)	NATURE OF WORK CARRIED OUT PREVIOUSLY	VALUE OF WORK	YEAR OF COMPLETION	COMPLETION CERTIFICATE
PROJECT 1:					
Name 1:	Name 1:	Related Works:			
Tel:	Tel:	Description:			
Email:	Email:				
Name 2:	Name 2:				
Tel:	Tel:				
Email:	Email:				

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

T2.2 Returnable Schedules

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

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 Returnable Schedules

• T2.2.14 FINANCIAL CAPACITY

The Tenderer must provide with his tender a bank rating certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion. The Tenderers bank rating must be **attached in the separately bound document with all the returnable schedules**. The tenderer and/or attach a Letter of Intent of Accredited Financial Institution if they can provide a construction guarantee for 10% of the contract value.

The following form must be completed by the tenderers bank and an original bank stamp must be affixed to this page. Non-compliance may disqualify the tender

(Note: Each member of a Joint Venture (JV) must complete a Bank Detail form)

BANK DETAILS

I/we hereby request and authorize my/our Banker as detailed below to verify and supply a bank code for my/our account. A bank rating certificate is required to evaluate the Tenderers financial stability.

I/we also hereby acknowledge that the bank details as given can be verified independently by Mogale City Local Municipality.

Initials & Surname	Authorized Signatory	Date (yyyy/mm/dd)
Account Holder		
Bank		
Branch		
Branch code		
Account Number		

Type of Account: Cheque Account ☐ Transmission Account ☐ Saving Account ☐ Other _____

Tender Amount R_____ Construction Period: _____ (months)

To be completed by the Bank

Initials & Surname (Bank Official) Telephone Number (Bank Official) Bank Code based on Tender Amount & Construction Period	Signature (Bank Official) Date <u>Date Stamp of Bank Certified as Correct</u>
---	---

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

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

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

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

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

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

• **SCHEDULE OF PROPOSED SUB-CONTRACTORS**

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

Type of Work to be used for	% of contract	Name of Sub-Contractor	Previous Experience with Sub-Contractor	CIDB Grading
Total % of contract sub-contracted		Total contribution of HDI ownership		

Signed

Date

Name

Position

Tenderer

SUBCONTRACTING AFTER AWARD OF TENDER

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

- **T2.2.16 RATES FOR SPECIAL MATERIALS**

Tenderer to Specify

SPECIAL MATERIAL	UNIT*	RATE OR PRICE FOR THE BASE MONTH

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

- **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 (Project Manager/Project Manager's Representative)
.....

SIGNATURE OF TENDERER'S REPRESENTATIVE:

• **T2.2.18 TAX CLEARANCE CERTIFICATE**

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

TENDER NO: CDS (L) 01/2022

TENDER: SUPPLY, DELIVERY, INSTALLATION & MAINTENANCE OF MODULAR LIBRARIES FOR MCLM LIBRARIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

T2.2 Returnable Schedules

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

-

T2.2 Returnable Schedules

• **T2.2.19 DECLARATION OF GOOD STANDING REGARDING INCOME TAX**

The validity of this document will be verified with the relevant office of the South African Revenue Service before the contract is awarded to the selected Contractor.

SOUTH AFRICAN REVENUE SERVICE

PARTICULARS																
Tender No:					Closing Date:											
1. Name of Tax Payer/Contractor:																
Attach original Tax Clearance Certificate to this page																
2. Trade Name:																
3. ID Number																
4. Company/CC Reg. No																
5. Income Tax Ref. No																
6. VAT Reg. No																
DECLARATION																
It is hereby declared that the Income Tax and VAT obligations of the abovementioned, which includes the rendition of returns and payment of the relevant taxes:																
1. have been satisfied in terms of the relevant Acts; or																
2. that suitable arrangements have been made with the South African Revenue Services in this regard																
Signature										Capacity					SARS Date Stamp	

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME)

I, the undersigned,

Full name and surname

Identity number

Hereby declare under oath as follows:

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

Enterprise Name

Trading Name

Registration number

Enterprise Address

3. I hereby declare under oath that:

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

100% Black owned Level One (135% B-BBEE procurement recognition)

More than 51% black owned Level Two (125% B-BBEE procurement recognition)

Less than 51% black owned Level Four (100% B-BBEE procurement recognition)

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

Deponent Signature_____

Date:_____

Commissioner of Oaths
Signature and Stamp

- **T2.2.20 B-BBEE CERTIFICATION**

Tenderers Company Name	
B-BBEE Level	
Expiry Date	

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

- **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 Returnable Schedules

- **T2.2.22 MUNICIPAL ACCOUNTS**

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 _____

DECLARATION FOR MUNICIPAL ACCOUNTS

NAME OF BIDDING ENTITY.....

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

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

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

Municipality	Account number
--------------	----------------

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

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

T2.2 Returnable Schedules

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

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

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

	Yes	No
Bidding entity who operates from informal settlement		
NB: if yes, the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services; the bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councillor/delegate.		
Bidding entity who operates from a property owned by a director / member / partner		
1.		
2.		

T2.2 Returnable Schedules

Bidding entity who operates from somebody else's property (Non-Rental paying) N.B : If Yes, attach confirmation affidavit of the property owner confirming who is responsible for payment of water and lights.			
Bidding entity who rent premises from a landlord N.B: Attach lease agreement which stipulate who is responsible for payment of Municipal services.			
Other (Please specify)			

Signed at this day 20.....

Name of Duly Authorised Signatory (Please print)

Authorised Signature:

As witness: 1

2

ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION SUMMARY REPORT

T2.2 Returnable Schedules**• 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 structure 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.		

T2.2 Returnable Schedules

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?				

T2.2 Returnable Schedules

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?			

T2.2 Returnable Schedules

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		

T2.2 Returnable Schedules

	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					
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

C1.1 Form of Offer and Acceptance

- **PART C1: AGREEMENTS AND CONTRACT DATA**
- **C1.1 FORM OF OFFER AND ACCEPTANCE**
- **C1.1.1 FORM OF OFFER**

(Note: The Appendix, Annexures & Reports Form Part of the Tender)

THIS FORM MUST BE FILLED IN BY THE TENDERER AND MUST BE SIGNED AT TIME OF SUBMISSION OF THE TENDER

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

Tender No : **CDS((L) 01/2023**

Description of Work: **SUPPLY, DELIVERY, INSTALLATION & MAINTENANCE OF MODULAR LIBRARIES FOR MCLM LIBRARIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEAR**

The Tenderer, identified in the Offer signature block, has examined the General and the Special Conditions of Contract, Specifications, Drawings, and Schedule of Quantities for the works : **FOR SUPPLY, DELIVERY, INSTALLATION & MAINTENANCE OF MODULAR LIBRARIES FOR MCLM LIBRARIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS** I/We offer to construct, complete and remedy any defects in the said Works in conformity with the General and the Special Conditions of Contract, Specifications, Drawings and Schedule of Quantities, save as amended by Alterations by Tenderer (if any) attached hereto, for the sum of:

Description	Tendered Amount	VAT @ 15%	Amount (Incl. VAT)
FOR SUPPLY, DELIVERY, INSTALLATION & MAINTENANCE OF MODULAR LIBRARIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS			

In words R.....

.....

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

Our proposed construction period as from site handover:

Description	Construction Period
FOR SUPPLY, DELIVERY, INSTALLATION & MAINTENANCE OF MODULAR LIBRARIES FOR MCLM LIBRARIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS	Three Years (3)

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

• **C1.1.1 FORM OF OFFER (CONTINUED)**

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - i) Tender documents, viz
 - Invitation to tender
 - Tender Data
 - Returnable Schedules (Schedule D)
 - Technical Data Sheets
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Contract Data
 - Special Conditions of Contract;
 - Pricing schedule(s)
 - Scope of Works
 - Site Information
 - ii) JBCC Principal Building Agreement Edition 6.2 and
 - iii) Drawings
 - iv) Annexures
 - v) Addendums
 - vi) Other
2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative (s) of both parties.
3. I/We confirm that we have satisfied ourselves as to the correctness and validity of my tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I/We accept that any mistakes regarding price(s) and rate(s) and calculations will be at my/our own risk.

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/We/we agree to their being corrected by you or by the Project Manager acting on your behalf, the rates being taken as correct and the tender amount be adjusted accordingly.
4. I/We confirm that Escalation will be applicable on Special Materials on this contract and will be calculated as per Contract Data & JBCC Principal Building Agreement Edition 6.2
5. I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract. I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix adjusted in terms of the Contract.
6. The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

C1.1 Form of Offer and Acceptance

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

From (Insurer Name)*1

*1 – Letter of Intent to be provided

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

Name (Print)

Capacity

Signature

Name of Company

Date

WITNESSES 1. 2. Date:

C1.1 Form of Offer and Acceptance

• C1.1.2 ANNEX 1

	Clause in JBCC 6.2 Ed	
Address of Employer	1.1	Mogale City Local Municipality P O Box 94 Krugersdorp 1740
Address of Employer's Agent/Appointed Consultant	1.1	N/A
Address of Contractor	1.1	*
Amount of Guarantee for Construction	11.1.2	N/A
Time within Construction Guarantee to be provided	11.1	N/A
Duration of Guarantee	11.1.2	N/A
Time within which Works to be Commenced	12.2.7	On being given possession of the site .
Programme to be furnished within	12.2.6	Within fifteen (15) working days of receipt of construction information
Contract works insurance	10.1.1	N/A)
Supplementary insurance	10.1.2	N/A
Public Liability insurance	10.1.3	R10 000 000.00
Removal of lateral support insurance	10.1.4	N/A
Daywork allowances	26.2.3	* per cent on the gross remuneration of the workmen and foreman actually engaged. * per cent on nett cost of materials actually used. (Max 10%)
Contractor's annual holiday periods	1.1	The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day
Estimated Construction Period	19.3	weeks (Max 40 Weeks) (Working Week = Monday to Friday)
Amount of penalty	24.1	N/A
Percentage advance on material not yet built into the Permanent Works	25.4	80 percent
	Clause in JBCC 6.2 Ed	
Percentage retention	11.1.2	N/A
Limit of retention money	11.1.2	N/A
Retention Money Guarantee	11.2.2	N/A
Delivery of Contractor's final Account	26.10	N/A
Defects Liability Period	21.1	Ninety (90) days

C1.1 Form of Offer and Acceptance

Settlement of disputes to be by reference	10.7	Arbitration - Refer to clause Special Conditions of Contract
Contract Price Adjustment Schedule (only applicable to contracts of 12 months and longer)	26.9.5	Refer to the bill

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

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

C1.1 Form of Offer and Acceptance

• **C1.1.3 FORM OF ACCEPTANCE**

(To be completed by the Client – Mogale City Local Municipality on Tender Award)

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

1. We in our capacities as:

<u>Department</u>	<u>Name</u>	<u>Signature</u>
Executive Manager Community Development Services		

Accept your tender under reference number: **FOR SUPPLY, DELIVERY, INSTALLATION & MAINTENANCE OF MODULAR LIBRARIES FOR MCLM LIBRARIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS**, indicated hereunder and/or further specified in the SCHEDULE(s).

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

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

Description	Contract Value (Incl. VAT) (Arithmetically Correct Tender Amount)	Construction Period 36 Months
SUPPLY, DELIVERY, INSTALLATION & MAINTENANCE OF MODULAR LIBRARIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

C1.1 Form of Offer and Acceptance

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

• **C1.1.3 SCHEDULE OF DEVIATIONS**

Notes:

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

1 Subject

Details

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2 Subject

Details

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3 Subject

Details

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4 Subject

Details

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5 Subject

Details

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C1.1 Form of Offer and Acceptance

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

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

For the Tenderer:

Signature(s)

Name(s)

Capacity

**Name and
Signature of
Witness**

(name and address of organisation)

Date:

For the Employer:

Signature(s)

Name(s)

Capacity

**Name and
Signature of
Witness**

(name and address of organisation)

Date:

C1.2 Contract Data

- **PART C1: AGREEMENTS AND CONTRACT DATA**
- **C1.2 CONTRACT DATA**
-
- **C1.2.1 PART 1: DATA PROVIDED BY THE EMPLOYER**

The Conditions of Contract are *The Joint Building Contracts Committee -Principal Building Agreement (JBCC Ed 6.2)* published by the Joint Building Contracts Committee. Copies of these conditions of contract may be obtained from the South African Institution of Civil Project Managering (tel 011-805 5947).

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

REFERENCE TO:	CLAUSE	DATA
Contractor	1.1	Name:
		Address:
		Contact:
Contract Sum	1.1	Contract Sum” means the Price tendered by the Contractor and accepted by Mogale City Local Municipality
Employer	1.1	The name of the Employer is Mogale City Local Municipality
	1.1	The address of the Employer is:
		Address (physical): Corner Commissioner and Market Street Krugersdorp
		Address (postal): P.O. Box 94 Krugersdorp 1740
		Telephone: (011) 951 2589
		Facsimile: (011) 951 1440 e-mail: nthabiseng.raduvha@mogalecity.gov.za
Employers' Agent	1.1	Name
	1.1	
		Address (physical):
		Address (postal):
		Telephone: Facsimile: e-mail:

C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
Functions of the Employer's Agent	6.0	
Contractor's General Obligations	4	Add to the clause: "All costs in complying with the provisions of complying with Clauses 7.3;
Workmen's Compensation	2.0	The Contractor shall also provide proof, that he has paid al contributions required in terms of the provisions of the Act.
Labour costs	2.0	The following minimum labour rates must be used as set by Mogale City Local Municipality: 1. Unskilled labourer - R185 / person / day 2. Semi-skilled labourer - R207 / person / day 3. Skilled labourer - R265 / person / day 4. CLO - R5000 / month cell phone allowance included 5. Safety rep – R4500/month 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.
REFERENCE TO:	CLAUSE	DATA
Contractor's Employees	12.2	It is a specific condition of this Tender that the Contractor must employ all unskilled labour from the local communities and as many as possible skilled labour. The requirement that all unskilled labour must be obtained from the local communities does not relieve the Contractor of any of his responsibilities under this clause. Add the following to the clause: "The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety. The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more. Proof of compliance will be required from the Contractor prior to the submission of the final payment certificate. All Supervisory Staff of the contractor will be in possession of an associated NQF qualification or certification from an accredited training institution. (Minimum NQF level 2 for supervisory personnel i.e team leaders and safety officer and Project Manager NQF 5). Where personnel are found not to be competent as per their qualification the personnel will be replaced on request of the Project Manager/Project Manager.
Community Liaison Officer (CLO).	12.2	A CLO will be appointed by the Contractor for the contract and will be paid by the Contractor on a monthly basis. (An amount of R5 000-00 per month) (Basic salary = R4705, plus a R295 cellphone allowance). (To be confirmed & adjusted prior to commencement of project) The CLO will be responsible for liaison between the contractor and community, with regard to labour, access, safety, etc.
Commencement of the contract	3.3	1. Add after "date of" the following "signing of the form of offer and"

C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
Commencement of Works	12.2.7	On being given possession of the site. On the commencement of Work (Site Handover) the project manager 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 Project manager 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 Project manager 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 Project manager: Letter of Acceptance Construction/Performance Guarantee Health & Safety File Letter of Appointment of OHS Rep or Officer Letter of Good Standing Workman's Compensation If active construction has not started upon site handover the Client, Mogale City Local Municipality reserves the right in terms of Clause 29.1 to terminate the contract and MCLM shall not be held liable for any loss or damages resulting from such a termination
Access to the Site	12.1.5	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 Project Manager, 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. Add to the clause: The Project manager 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.
Programme	12.2.6	Within 15 (15) working days of receipt of construction information
Contractor's annual holiday periods	1.1	The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day

TENDER NO: CDS (L) 01/2022
TENDER: SUPPLY, DELIVERY, INSTALLATION & MAINTENANCE OF MODULAR LIBRARIES FOR MCLM LIBRARIES ON AN AS
AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
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C1.2 Contract Data

Extension of time for completion	23.0	In general, extension of time for the completion of Works will, in terms of the General conditions of Contract, be granted only for additional work and for circumstances which could not have been foreseen, and are beyond the control of the Contractor. No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below, separately for each calendar month or part thereof. It shall be calculated for the full period for the completion of the Contract including any extension thereof by the formula: $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ The symbols shall have the following meanings: V = Extension of time in calendar days in respect of the calendar month under consideration Nw = Actual number of days during the calendar month on which a rainfall of Ymm or more has been recorded. Nn = Average number of days, as derived from existing rainfall records provided in the table below on which a rainfall of Ymm or more has been recorded for the calendar month Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the table below. Rw = Actual rainfall in mm for the calendar month under consideration. $X = 10$ $Y = 10$ If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn. The total extension of time shall be the algebraic sum of the monthly totals for the period of construction, but if the grand total is negative the time for completion shall not be reduced due to abnormal low rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn. The factor $(Nw - Nn)$ shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Ymm. The factor $\frac{Rw - Rn}{X}$ shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall had not exceeded Ymm, but wet conditions had prevented or had disrupted work. The formula does not take into account flood damage which could cause further or concurrent delays, and which should be treated separately as far as extension of time is concerned. Accurate rain gauging shall be taken at a suitable point on Site. This information shall be regarded as the actual rainfall for this contract. The readings will be done by the Project Manager and the Contractor may attend these readings and shall at his own expense take all necessary precautions to ensure that the rain gauge cannot be interfered with by unauthorized persons.
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C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA
Penalty for Delay	24.1	N/A
Completion	19.3	n/a
Completion, Approval Certificates and Defects Liability Period	21	Add the following to this Clause: “... and a land surveyor's certificate has been submitted certifying the presence and correctness of all erf and boundary pegs, where applicable.” Add the following: 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.
Amount of Guarantee for Construction	11.1.2	N/A
Daywork percentages	26.2.3	As tendered in Schedule of Quantities
REFERENCE TO:	CLAUSE	DATA
Valuation of material brought onto site	25.4	Add to Clause 25.4 “Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the pro forma “Transfer of Rights” bound in as an annexure to these Special Conditions of Contract”.
Contract Price Adjustment (Only applicable to contracts of 12 months and longer)	26.9.5	Only where applicable the following values for the different factors are to be used as per SAFCEC guidelines: x = 0,10 (General Project Managing Works) aLt (Labour)= 0,35 bPt (Plant) = 0,05 cMt (Material) = 0,55 dFt (Fuel) = 0,05 (Civil Project Managing as per SETFSA)
Materials on Site	25.4	80% (Delivery Notes and Tax Invoices to be provided)
Retention Money	25.12.3	No interest will be paid on retention money
Retention Guarantee	11.2.2	N/A
REFERENCE TO:	CLAUSE	DATA
Quality of materials and workmanship	7.2	Add to the Clause: “The source of supply of all materials including all stone, sand, gravel or soil or any other natural material required in the execution of the Works shall be located by the Contractor. No material shall be used until it has been approved by the Project Manager. ”
Defects liability period	7.8	12 Months
Insurances	10.1.1	Special consideration should be given to damage to existing infrastructure.
Other Insurances	10.1.2	Supplementary insurance
Public Liability insurance	10.1.3	N/A

C1.2 Contract Data

Termination of Contract	29.1	In addition if the contractor fails to adequately protect the existing works / infrastructure against damage and thereby unduly endanger the Works – the employer may cancel the contract and recover damages and losses.
Dispute Resolution	30	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms

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

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

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

C1.2 Contract Data

• C1.2.2 PART 2: DATA PROVIDED BY THE CONTRACTOR

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

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

CLAUSE	DATA									
1.1.9	The Contractor is. Name:									
1.2.1	The address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: e-mail:									
6.5.1.2.3	The percentage allowance to cover overhead charges is									
1.1.1.14	The Works are to be completed within days / weeks / months									
6.8.3	The variations in the price of special materials: <table border="1"> <thead> <tr> <th>Type of special material</th><th>Unit</th><th>Rate or price</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td> </td></tr> <tr> <td> </td><td> </td><td> </td></tr> </tbody> </table>	Type of special material	Unit	Rate or price						
Type of special material	Unit	Rate or price								

- **PART C1: AGREEMENTS AND CONTRACT DATA**

- **C1.3 FORMS OF SECURITIES**

Forms for completion by the contractor

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

C1.3.1 SLA

C1.3.2 Written Agreement on Occupational Health and Safety

C1.3.3 Written Agreement on Environmental Management

C1.3.4 Bond for Material on Site

C1.3.5 Ownership of Materials

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

• **C1.3.1 FORM OF GUARANTEE**

Pro-Forma Performance Guarantee

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

Guarantee Details and Definitions

“Guarantor” means:

Physical address:

“Employer” means: **Mogale City Local Municipality**

“Contractor” means:

“Project Manager means.

“Works” means:

“Site” means:

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

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

Amount in words:

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

Amount in words:

“Expiry Date” means:

Contract Details

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

Performance Guarantee

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the Date of issue by the Project Manager of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Project Manager and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Surety ship;
 - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1. A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Project Manager in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2. A first written demand issued by the Employer to the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3. A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1. the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2. a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3. the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund this Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall interest at the prime overdraft of the Employer's back compounded monthly calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantee shall not have the right to claim his release from the Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in the connection herewith.
12. This performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.

14. Where this Performance Guarantee is issued in the republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act no 32 of 1944, as amended, to the jurisdiction of the Magistrate's court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

15. Our total liability hereunder shall not exceed the sum of
.....(R.....).

16. We hereby choose domicilium citandi et executandi for all purposes arising hereof at
.....

IN WITNESS WHEREOF this guarantee has been executed by us at on this
..... day of 20.....

Signed at: Date:

Guarantor's Signatory (1):

Capacity:

Guarantor's Signatory (2):

• **CAPACITY:**

• **C1.3.2 WRITTEN AGREEMENT ON OCCUPATIONAL HEALTH AND SAFETY**

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

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

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

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

C1.2 Contract Data

- e) The Employer recognizes the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day’s work.
- f) Work should not be done at the expense of human safety or health.
- g) Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
- h) The PC shall appoint a fulltime H&S Manager should he have more than 50 employees on site. A fulltime Safety Representative shall be present on site for 50 employees or less

.....
On Behalf of Mogale City Municipality

.....
Date

Witnesses 1.

2......

.....
For The Contractor

.....
Date

Witnesses 1.

2......

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
Regulation 3 of the Construction Regulations, 2003

NOTIFICATION OF CONSTRUCTION WORK

- 1.(a) Name and postal address of principal contractor:
.....
- (b) Name and tel. no of principal contractor's contact person:
.....
- (c) Principal contractor's compensation registration number:
- 2.(a) Name and postal address of client:
.....
- (b) Name and tel no of client's contact person or agent:
.....
- 3.(a) Name and postal address of designer(s) for the project:
.....
- (b) Name and tel. no of designer(s) contact person:
.....
- 4.(a) Name and telephone number of principal contractor's construction supervisor on site appointed in
terms of regulation 6.(1).
.....
- (b) Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation
6.(2).
.....
5. Exact physical address of the construction site or site office:
.....
6. Nature of the construction work:
.....
7. Expected commencement date:
8. Expected completion date:
10. Estimated maximum number of persons on the construction site.

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

.....

11. Name(s) of contractors already chosen.

.....

.....

.....

.....
Principal Contractor

.....
Date

.....
Client

.....
Date

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

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

C1.3.3 Agreement to Accept the Conditions of the Environmental Management Plan Pertaining to This Project

Whereas (the Contractor)

*Company Registration No:

Address:

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

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

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

.....
For The Contractor

.....
Date

Witnesses 1.

2.

• **C1.3.4 BOND FOR MATERIAL ON SITE**

Contract No:

Employer:

Contractor:

Description of Contract:

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

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

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

AT on this day of 20.....

.....
Capacity

Full Address:

.....

.....

As Witnesses:

1.

2.

*Delete whichever is inapplicable

• **C1.3.5 OWNERSHIP OF MATERIALS**

Contract No:

Employer:

Contractor:

Description of Contract:

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

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

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

AT on this day of 20.....

.....
Capacity

Full Address:

.....

.....

As Witnesses:

1.

2.

.....
Signature

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

MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C2: PRICING DATA

C2.1 Pricing Instructions

- **PART C2: PRICING DATA**
- **C2.1 PRICING INSTRUCTIONS**

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

Name of tenderer.....Tender number: _____

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

1. Supply, Delivery & Construction/Installation AND OR Commissioning of:

Works as detailed in the Scope of Work and priced in the Schedule of Quantities included hereafter for SUPPLY, DELIVERY, INSTALLATION & MAINTENANCE OF MODULAR LIBRARIES FOR MCLM LIBRARIES ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

At: **Krugersdorp**

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

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

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

Ofentse Matsose

Tel: (011) 951 2177/2541

Mrs. Maropeng Mokhatla

Supply Chain Management

KRUGERSDORP

Tel: 011 951 2541

Or

For Technical Information:

NTHABISENG RADUVHA

Tel: 011 951 2505

061 463 4063

C2.1 Pricing Instructions

• **PREAMBLE TO SCHEDULE OF QUANTITIES**

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

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

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

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

Amount: An amount tendered for an item, the extent of which is described in the schedule of quantities, the specification or elsewhere, but of which the quantity of work is not measured in units.
3. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the schedule of quantities and the quantities finally certified for payment. Work shall be valued at the rates or lump sums tendered, subject only to the provisions of the general conditions of contract.
4. Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (**except for Value Added Tax**), etc. and for the completed items of work as specified. Full compensation for completing and maintaining, during the maintenance period, all work shown on the drawings and specified in the specifications, and for all the risk, obligations and responsibilities specified in the general conditions of contract, special conditions of contract and the project specifications shall be considered as provided for collectively in the items of payment given in the schedule of quantities, except in so far as the quantities given in the schedule of quantities are only approximate.
5. The tenderer shall fill in a rate or a lump sum for each item where provision is made for it, - this includes rate only items. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the schedule of quantities. Tenderers should put R0.00 for item which they intend not to claim.

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

The tenderer shall fill in a rate against all items where the words "rate only" appears in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the

C2.1 Pricing Instructions

quantity column, the tendered rate shall apply should work under this item actually be required. Tenderers should note the provisions of paragraph 12 of this preamble.

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

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

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

6. The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items.
7. The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or the quantity of material to be supplied by the contractor.
8. The statement of quantities of material or amount of work in the schedule of quantities shall not be regarded as authorization for the contractor to order material or to execute the work. The contractor shall obtain the Project Manager's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
9. The short description of the payment items in the schedule of quantities is only given to identify the items and to provide specific details. Reference shall inter alia be made to the drawings, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entitled under each item.
10. The provisions of Clause 48 of the general conditions of contract shall apply to provisional sums and prime cost sums.
11. Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding, and may not be adjusted should there be any mistakes in the extensions thereof and in the amounts, appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled schedule of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the schedule of quantities. Under no circumstances will tendered rates be adjusted when such errors are corrected. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place only after acceptance of the tender, but prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
12. A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.

C2.1 Pricing Instructions

13. The units of measurement indicated in the schedule of quantities are metric units. The following abbreviations are used in the schedule of quantities:

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

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

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

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

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

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

Part C3: Scope of Work

PART C2 : PRICING DATA

- C2.1 PRICING INSTRUCTIONS**
- C2.2 BILL OF QUANTITIES**

Part C3: Scope of Work

SCHEDULE OF QUANTITIES

ITEM	DESCRIPTION	Unit	Rate Amount Excl Vat.	Rate Amount Incl Vat.
NO				
1	SITE CLEARANCE			
1,1	SCHEDULED ITEMS			
1,1,1	Clear and Grub	m ²		
1,1,2	Remove and grub all trees and tree stumps regardless of girth	m ²		
1,1,3	Transport materials and debris to unspecified sites and dump	m ³ .km		
1,1,4	Excavation			
1,1,4,1	Soft soil	m ³		
1,1,4,2	Hard rock	m ³		
2	Modular Structure:			
2,1	LIBRARY UNIT – TYPE 1			
2,1,1	Supply and assemble a 7m ² x 24 m ² modular library: (See layout diagram) (Wall Panels - 40mm EPS 2.4m (Polystyrene) Roof Panels - 50mm EPS core DPR Roof Sheet, Jacks, Slabs, Steps and Vinyl Floor Cable Cladding and trim - Black Chromadek) Complete with lockable doors – SEE ATTACHED DRAWING	each		
2,1,2	Aluminium Windows fitted 900 x 900 mm	each		
2,1,2,1	Diamond Burglar bars for a 900 x 900 mm (using 12 mm square tubing and a frame of 25mm square tubing)	each		
2,1,2,2	Flyscreens for the 900 x 900 mm windows			
2,1,2,3	Venetian Blinds 900x900 mm window			
2,1,3	Aluminium window fitted with a burglar 600 x 600 mm	each		
2,1,3,1	Diamond Burglar bars for a 600 x 600 mm (using 12 mm square tubing and a frame of 25mm square tubing)	each		
2,1,3,2	Flyscreens for the 600 x 600 mm windows	each		
2,1,3,3	Venetian Blinds for the 600 x 600 mm window	each		
2,1,4	Diamond Burglar bars for a 813 x 2032 mm door (using 12 mm square tubing and a frame of 25mm square tubing)	each		
	Modular Structure:			
2,2	LIBRARY UNIT – TYPE 2			
2,2,1	Supply and assemble a 7m ² x 18 m ² modular library: (See layout diagram) (Wall Panels - 40mm EPS 2.4m (Polystyrene) Roof Panels - 50mm EPS core DPR Roof Sheet, Jacks, Slabs, Steps and Vinyl Floor	each		

Part C3: Scope of Work

	Cable Cladding and trim - Black Chromadek) Complete with lockable doors – SEE ATTACHED PROPOSED DRAWING			
2,2,2	Aluminium Windows fitted 900 x 900 mm	each		
2,2,2,1	Diamond Burglar bars for a 900 x 900 mm (using 12 mm square tubing and a frame of 25mm square tubing)	each		
2,2,2,2	Flyscreen's for the 900 x 900 mm windows			
2,2,2,3	Venetian Blinds 900x900 mm window			
2,2,3	Aluminium window fitted with a burglar 600 x 600 mm	each		
2,2,3,1	Diamond Burglar bars for a 600 x 600 mm (using 12 mm square tubing and a frame of 25mm square tubing)	each		
2,2,3,2	Flyscreen's for the 600 x 600 mm windows	each		
2,2,3,3	Venetian Blinds for the 600 x 600 mm window	each		
2,2,4	Diamond Burglar bars for a 813 x 2032 mm door (using 12 mm square tubing and a frame of 25mm square tubing)	each		
	Modular Structure:			
2,3	Guard Room:			
2,3,1	Single wide guard hut unit 2.340m x 2.420m	each		
2,3,2	Aluminium Window	each		
2,3,3	Aluminium door (813mm X2032)	each		
	Modular Structure:			
2,4	MALE/FEMALE/DISABLED TOILET			
2,4,1	Single wide toilet unit 5.820m x 2.990m	each		
2,4,2	Aluminium Window	each		
2,4,3	Aluminium door (813mm X2032)	each		
	Office			
2,5	Open Plan 2.99m x 5.82m	each		
2,5,1	Vinyl Sheeting Floor Cover	each		
2,5,2	1 x Single Chromadek External Doors	each		
2,5,3	2 x 900mm x 900mm Top Hung Clear Glass Windows c/w Burglar Bars	each		
2,5,4	1 x 3 Tier Step c/w Handrail	each		
2,6	Electrical installation			
2,6,1	Supply and install 220V DB & Associated Electrical Components	each		
2,6,2	Supply and install Air conditioner split units - 24,000 BTU	each		
2,6,2,1	Supply and install a surface mounted 30 Amp double pole isolator complete will all accessories	each		

Part C3: Scope of Work

2,6,3	Supply and install Surface Mount DB Single phase including COC	each		
2,6,4	All power outlets, built in, cast in or surface mounted must be supplied and installed and shall be similar S2000 range:			
2,6,4,1	Supply and install 16 Amp 3-Pin switched socket outlet complete with wiring	each		
2,6,5	All light switches, built in, cast in or surface mounted must be supplied and installed shall be similar S2000 range:			
2,6,5,1	Supply and install 16A one lever, one way complete with wiring	each		
2,6,6	Light fittings supplied and installed shall be similar and equal approved to the below specified equipment. The light fittings shall further comply in full with the standards and specifications applicable to all materials and components of the below specified equipment Prior approval of alternative type of fittings must first be obtained in writing before submitting a tender offer based on the alternative types			
2,6,6,1	Supply and install open channel Double Fluorescent lights 1,5 m fitting complete with wiring and 24 w tubes	each		
2,6,6,2	18 W LED Round Bulkhead Fitting complete with wiring	each		
2,6,6,3	37 W, 5157 lm, LED flood light similar to the Beka LED stream LED floodlighting range complete with wiring	each		
2,6,7	16 mm 3 core Copper SWA armed cable			
2,6,8	25 mm 3 core Copper SWA armed cable			
2,6,9	Termination of cables			
2,6,10	Concrete route indicators			
2.6.11	Application for connection point per modular	P/sum	1	R300 000.00
2,7	Plumbing installation:			
2,7,1	Supply and install coral white front flush toilet suite complete with seat, mechanism flex connectors and angle valves.	each		
2,7,2	Supply and install coral white wall mounted basin & floor Pedestal (570mmx 465mmx 180 mm) complete with all accessories; e.g basin waste plug, P Traps, flex connectors and angle valves.	each		
2,7,3	Cobra water-tech or equivalent 15mm Chrome plated 'Star' basin pillar tap.	each		

Part C3: Scope of Work

2,7,4	Supply and install 40mm Pipes fixed	m		
2,7,5	110mm Pipes laid in and filling underground not exceeding 1m deep and back filling	m		
2,7,6	40mm Bend.	each		
2,7,7	110mm Access bent pan connector.	each		
2,7,8	40 mm junction	each		
2,7,9	15mm Pipes surfaced mounted into the walls.	each		
2,7,10	22mm Pipes Surface mounted in to the walls.	each		
2,7,11	22mm Pipes laid in and including trenches and back filing	each		
2,7,12	110 mm elbow pipe	each		
2,7,13	110 mm rodding eye	each		
2,7,14	A complete drain gully	each		
2,7,15	110 mm plan Y-Tee junction	each		
2.7.16	Application for water connection per modular	P/sum	1	R300 000.00
2.7.17	Complete borehole equipped (pump, elevated stand and all connections) and a 2000 litre Jojo tank per modular	P/sum	1	R300 000.00
2,8	Sewer			
2,8,1	Septic tank Construct a 2m x 1,5m x 2m septic tank that has two compartments, Rock under drain and two tank lids complete as per drawing (to be constructed where Municipal services is unavailable)	P/sum	1	R200 000.00
2.8.2	Sewer connection to municipal services per modular	P/sum	1	R300 000.00
2,9	Carport installation (6mx6m x2,4 m)			
2,9,1	150x 50x x20x lip channel steel	m		
2,9,2	100 x 50x 20x lip channel steel	m		
2,9,3	Purlines: 100 x50 x20x lip channel (to be spaced 1,5 m apart) steel	m		
2,9,4	100 x 100 x2 square tubing x 6 (to be spaced 3m apart and covered with a cover plate 100 x 100mm) steel	m		
2,9,5	Roof sheeting: 0,5mm full hard IBR galvanised and secured with 65mm hook bolts, roof washers and nuts (38 mm apart	m		
2,9,6	Paint: 2 coats undercoat + 1 white enamel top coat	m ²		
2,9,7	Trenching, (0,6mx0,3mx0,3m)	m ³		
2,9,8	Concrete	m ³		
3,1	Paving installation			
3,1,1	Pavement layers constructed from gravel taken from cut or borrow including free-haul up to 1,0 km:			
3,1,2		m ³		

Part C3: Scope of Work

	Compaction of ground surface under paving etc , including scarifying for a depth of 150mm deep ,breaking down over size materials adding suitable materials where necessary and compacting to 95% modified ASSHTO density.			
3,1,3	Base layer of natural gravel materials (G7) supplied by the contractor and brought on to site, compacted in layers not exceeding 150mm modified AASHTO density.	m ³		
3,1,4	In situ dry density test in accordance with method A 10	each		
3,1,5	60mm grey interlocking precast concrete paving block with butt joints and including 20mm river sand treated with weed killer and with clean sand swan into joints.	m ²		
3,1,6	Extra over for circular cutting to 60mm paving block.	m ²		
3,1,7	Precast concrete garden kerb to sabs 927.	each		
3,1,8	Transporting of material during the day per trip	each		
4	Landscaping			
4,1	Supply, deliver, and lay,50mm grass on prepared base layers on prepared base layers.	m ²		
5,1	Steel Palisade Fencing 3 m wide x 2m high			
5,1,1	30x30x2mm angle Pale	m		
5,1,2	40 x 40 x 2,5 mm Angle iron cross bar	m		
5,1,3	76 x 76 x1,6mm square tube post (3 m Pole)	each		
5,1,4	76mm x 76 mm Post cap	each		
5,1,5	Trenching of whole (600 x 300x 300 mm)	each		
5,1,5	600 x 300x 300 Concrete	m ³		
5,2	Gates			
5,2,1	5m x 2. high galvanized steel sliding gate complete (75x50x 1,6 mm frame and 30x30x 2 mm angle Pale)	each		
5,2,2	1,5 m x 2,1 Pedestrian gate (75x50x 1,6 mm frame and 30x30x 2 mm angle Pale)	each		
6,	Painting on Metalwork			
6,1	Sport priming defects in pre primed surfaces zinc chromate primer and apply one universal undercoat and two coats non drip gloss alkyd enamel paint on steel.			
6,1,1	On Gates	m ²		
6,1,2	On pedestrian gate	m ²		
6,1,2	Palisade fencing	m ²		

Part C3: Scope of Work

7	Road Markings			
7.1	100 mm continues white line in parking bays	m		
8	Signage	Total		
8.1	Chromadek boards with digital print covered with UV Protection Size 1850m x 930 mm	each		
8.2	Frame: 25mm x 25 mm square tubing	each		
8.3	Poles 50mm x50mm	each		
8.4	Installation, planting poles and mounting in concrete	each		
9	Fire Protection			
9.1	9 kg chemical powder fire extinguisher complying with the requirements of SANS 1093 and the Extinguisher medium shall comply with the appropriate requirements of SANS 1151 including signage	each		
10	Sneeze guards manufactured in durable 5mm Acrylic with bulutrates mounted on top of issue desk/counter	P/sum	1	R30 000.00
11.	Provisional amount per modular for unforeseen work within the project that must be accompanied by 3 quotes and approved by the Executive Manager: CDS	P/sum	1	R500 000.00
12.	Price escalation year two	%		
13.	Price escalation year three	%		
14.				
		Grand total		

The bidder shall indicate if the escalation percentage applicable to pricing on the 2nd and 3rd year of the contract shall either be linked to **CIPX** or **Industry Fluctuations Rate** or **Exchange Rate**.

No bidder shall indicate escalation percentage without specifying any linkage with any of the above.

Person authorized to sign tender documents

Date

Part C3: Scope of Work

MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C3: SCOPE OF WORK

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C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYERS OBJECTIVES

C3.1.2 EXTEND OF WORKS

The scope of work will include the following:

The following is the Project Scope of Works.

Construction of

- Supply and installation of a 7m x 18m modular library

External Works

- Storm-water drainage
- Water reticulation
- Sewer Reticulation
- Paving
- Landscaping
- Guardhouse
- Paved access Road
- Painting of Fencing around the facility
- Carport

Deliverables will include:

- Construction documentation
- A drawing register
- Contract instructions
- Practical completion and defects list

The normal duties for construction monitoring shall be included in close liaison with the Employer's Project manager.

C3.1.3 Location of Works

The sites of the works are situated within the jurisdiction of Mogale City Local Municipality.

C3.2 PROJECT SPECIFICATIONS

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

For the purposes of this Contract, the following SABS 1200 Standardised Specifications (latest amendments) shall apply:

SABS 1200 A : General
SA

BS 1200 C	:	Site clearance
SABS 1200 D	:	Earthworks
SABS 1200 DB	:	Earthworks (pipe trenches)
SABS 1200 DK	:	Gabions and pitching
SABS 1200 DM	:	Earthworks (roads, subgrade)
SABS 1200 G	:	Concrete(structural)
SABS 1200 H	:	Structural steelwork
SABS 1200 HA	:	Structural steelwork (sundry items)
SABS 1200 L	:	Medium-pressure pipelines
SABS 1200 LB	:	Bedding (pipes)
SABS 1200 LC	:	Cables ducts

SABS 1200 LD	:	Sewers
SABS 1200 LE	:	Stormwater drainage
SABS 1200 LF	:	Erf connections(water)
SABS 1200 M	:	Roads
SABS 1200 ME	:	Subbase
SABS 1200 MF	:	Base
SABS 1200 MJ	:	Segmented paving
SABS 1200 MK	:	Kerbing and channelling
SABS 1200 MM	:	Ancillary roadworks

Variation and addition 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 L	:	Medium-pressure pipelines
SABS 1200 LB	:	Bedding (pipes)

C3.4 CONSTRUCTION

C3.4.1 Works Specifications

C3.4.1.2 Particular (Project) Specifications

In certain clauses the Standard Specifications allow a choice to be specified in the Particular (Project). Specifications (C3.6) between alternative method of construction and for additional requirements to specified to suit a particular Contract.

Details of such alternatives or additional requirements applicable to this Contract are contained in the Particular (Project) Specifications (C3.6). It also contains some additional specifications required for this particular Contract.

C3.4.1.3 Certification by Recognized Bodies

Where required, Standards South Africa (SABS / SANS) must undertake the certification of items for inclusion in the Works.

C3.4.2 Plant and Materials

Where required, requirements for proof of compliance with materials specifications, submission of samples of materials and finishes, requirements for shop drawings, are stated in the standard or project specifications. This will also apply to the subcontracts.

ELECTRICAL WORKS

ELECTRICAL INSTALLATION:

NOTE: Tenderers are advised to study the specifications and drawings before pricing the Schedule of Quantities.

- a) Comply with all requirements of the local authority, Telkom and with SABS 0142- "Wiring of Premises"
- b) All work must be done under supervision of a registered electrician and the required installation certificate of compliance shall be issued to the client by at least a registered Installation Electrician
- c) Electrical symbols conform to SABS 0143- "Recommended Building Drawing Practice"
- d) All chasing shall be carried out neatly. Do not chase walls constructed of hollow blocks, locate services in the block cavities. Chase solid walls not deeper than one third of the wall thickness vertically and not more than one sixth horizontally. Avoid horizontal chasing where possible. Ensure that chases, holes and recesses are so made as not to impair the strength or stability of the wall, or reduce the fire resistance properties of the wall. Fill chases with class I or II mortar once the conduits are in position

GUARANTEE

Guarantee the efficient and safe working of the whole installation for 12 months after handover of the completed building to the client

CONDUITS

The required solid conduit work shall comply fully with the below quoted standards

- a) Screwed metallic conduit and accessories: SABS 162
- b) Plain-ended metallic conduit and accessories: SABS 1007
- c) Non-metallic conduit: SABS 950

Non-metallic conduit shall be installed in accordance with Appendix C of SABS 950 and shall not be installed or used under the following conditions:

- i) Outside a building (unless protected, or sheltered under eaves)
- ii) For mechanical load bearing
Carried to Summary of Section
- iii) Where they may be subjected to temperature below -10o C or above 70o C for prolonged periods
- iv) As primary electrical insulation
- v) In areas where they may be subjected to mechanical damage
- vi) For applications other than for which they are designed for

Only in very special circumstances and with prior approval may short lengths of circuit wiring be carried out in the approved unarmoured metal sheathed cables or in copper braided cables

FIXING OF CONDUITS

The fixing of conduits shall be as follows:

- a) Build in conduits in wall chases with cement mortar and clamps
- b) Fix conduits on wall surfaces and in roof spaces with approved saddles 70mm apart
- c) Cast conduit in concrete surface beds or slabs
- d) Do surface fixing level, plumb, neatly and in straight line by means of standard spacer saddles

COPPER CONNECTORS

PVC insulated copper conductors shall conform with SABS 150

ELECTRICAL CABLES

The PVC insulated 600/1 000V grade cables shall be manufactured in accordance with SABS 1507 and shall be handled and installed in accordance with SABS 0198- "The Selection, Handling and Installation of Electric Power Cables of Rating not Exceeding 33kV"

LAYING OF ELECTRICAL CABLES

Excavate 600 mm below finished ground level Encase the installed cable in river sand or sifted sand Mark the cable route with approved concrete cable markers

ELECTRICAL DISTRIBUTION KIOSKS AND BOARDS

The required equipment shall comply with the following:

1 Distribution Kiosks

The kiosks shall have a weatherproof construction complete with lockable doors and shall be of the foundation mounted or root planted types. These units shall be constructed from:

- 1.1 2 mm thick mild steel and concrete base installed to the ground

2. Distribution boards

The required pre-painted 1,6 mm thick mild steel boards shall either be of the flush, semi-flush or surface mounted types complete with lockable doors. Each board shall be fitted with circuit labelling and legend card installed in permanently fixed steel type legend card holders

The general construction shall comply fully with SABS 1180, Part 1 for flush type boards and Part 2 for the surface types

The specified equipment shall comply with the following:

Moulded case circuit breaker: SABS 156 On-load isolators: SABS 152
Earth leakage relays: SABS 767

The internal power wiring shall comply fully with 600/1 000V grade PVC insulated stranded annealed copper conductors to SABS 1507

The final colour to the boards shall be determined by the architect on site at a later stage. The paint finishes shall be of a high quality paint applied according to the best available method. Baked enamel, electro-statically applied power coating or similar proven methods shall be used. Painted metal shall be corrosion resistant for a period of at least 168 hours when tested in accordance with SABS Methods 155

The connected load to the boards shall be balanced as equally as possible across multi-phase supplies

LIGHT SWITCHES

Flush type

All flush type tumbler 16A, 220/250V light switches complete with cover plate shall be suitable for mounting inside standard type 100 x 50 mm wall boxes and shall comply fully with SABS 163 and shall further bear the mark. The dimmer type units shall comply with SABS 1012.

Surface type

These units shall comply with SABS 163 and shall be provided with specially manufactured surface mounting type box.

Watertight type Watertight switches

shall be of the micrograph type suitable for surface mounting and shall bear the SABS mark.

The housing shall be of galvanised cast iron or die-cast aluminium with watertight cover plate and toggle. The switches shall have a porcelain base and a quick acting spring mechanism and further be rated at 10A, 220/250V.

Wall sockets All switched and un-switched sockets

shall be of the same manufacture and shall conform to SABS 164 and shall bear the SABS mark for normal use under normal environmental conditions. Switches, when installed, shall be of the tumbler operated micrograph type rated at 16A, 220/250V. Where 13A flat pin switched socket outlets are specified, these shall comply with BS 1363.

Flush types

These units shall be installed in standard 100 x 100 x 50 mm or 100 x 50 x 50 mm wall boxes which shall comply fully with SABS 1084/1085.

Surface types Surface mounted sockets

can be standard flush types mounted on the standard 100 x 100 x 50 mm or 100 x 50 x 50 mm extension boxes complete with the standard cover plates. The specially designed for industrial types can also be employed.

Watertight switched socket

The housing of watertight switched socket shall be of galvanised cast iron or die-cast aluminium with watertight machined joints.

The switch shall have porcelain base and a quick acting spring mechanism and shall be rated at 16A, 220/250V. The ON/OFF positions shall be clearly marked on the switch housing. The socket openings shall be rendered watertight by means of a gasketed cover plate which is screwed onto the body of the unit. The cover plate shall be secured to the body of the unit by means of a chain.

Carried to Summary of Section

The outlet shall comprise of flush mounted 100 x 100 x 50 mm or 100 x 50 x 50 mm standard wall box and shall conform fully with SABS 1084/1085 and shall be fitted with blank cover plates. The full length of installed conduit run for the telephone/television systems shall be fitted with galvanised 0,6 mm draw wire.

LIGHT FITTING LUMINAIRES

All installed light fitting luminaires and its associated equipment shall comply fully with SABS approved equipment or materials as applicable from the 1st of January 1997

TESTING

After the installation had been completed the Electrical Contractor shall issue a certificate of compliance. Before issuing a certificate of compliance, an accredited person shall inspect and test each new installation or extension of an existing installation for compliance with the relevant standard

B.1 MOUNTING HEIGHTS OF OUTLETS

All electrical outlets shall be installed at the below listed heights if not specified in the symbols list on the drawings:

Internal wall light: 1800 mm above finished floor level

External wall light: 300 mm above the top edge of the door frame level

Wall mounted examination light: 1500 mm above finished floor level

Light switches: 1400 mm (to centre of box) above finished floor level

Distribution board: 1800 mm to top edge of board

Push through type geyser: Top edge at 1600 mm above finished floor level

B.2 LIGHT FITTING SCHEDULE

Light fittings supplied and installed shall be similar and equal approved to the below specified equipment. The light fittings shall further comply in full with the standards and specifications applicable to all materials and components of the below specified equipment. Prior approval of alternative type of fittings must first be obtained in writing before submitting a tender offer based on the alternative types

Type A

36W LED with 16 LED's that produces 4128lm.

The luminaire consists of a marine grade, high-pressure die-cast aluminium housing with a high impact resistant glass sealed to IP 66.

Supplied complete with an adjustable stainless steel (304) stirrup mounting.

The stirrup is manufactured from 4mm x 80mm stainless steel.

Holes are provided for single or double bolt mounting.

Type B

The luminaire shall consist of a high-pressure die-cast aluminium base and trim ring, and an opal high-impact acrylic diffuser.

It shall be designed to operate LED's at a wattage of 20W and a minimum lumen output of 2000 lumen.

The luminaire shall be designed to a Ta rating of 35 degrees Celsius.

The LED useful lifetime shall be a minimum of 50 000hrs (L80).

The LED shall be an effective high-power LEDs, 4 000K at a colour rendering index of minimum 80. The power supply shall be removable and shall be suitable for operation with the specified rating of the LED's on a 189V-264V AC- 50Hz single phase system.

The luminaire shall bear the SANS 60598-1 safety mark.

The luminaire shall have a degree of protection that complies with SANS 60598-2-1:

Lamp compartment: IP 65, The IP rating shall be certified by an SABS test report.

All base castings shall be manufactured from high pressure die-cast aluminium, finished both outside and inside in white epoxy powder coating for added protection and reflectivity.

It shall be simple to install due to four mounting holes provided outside the lamp compartment through lugs that form part of the base casting.

The trim ring casting shall be mounted onto the base casting by stainless steel M5 Allen head screws, located outside the lamp compartment. The fixing holes can be supplied with stainless steel heli coil inserts on request.

An opal non-discolouring high-impact acrylic injection moulded diffuser shall be used throughout the range.

It shall offer excellent vandal resistance, be highly translucent and shall not discolour even when subjected to the harshest UV environments.

A silicon sponge gasket shall be fitted into a special groove in the diffuser to prevent damage to the gasket during installation and to achieve the certified ingress protection rating of IP 65.

The trim ring casting shall be manufactured from high-pressure die-cast aluminium and shall be finished in a special multi-stage epoxy powder surface coating.

The control gear shall be mounted directly onto the base casting, ensuring cool operation.

All inter-connecting wiring shall be Teflon® insulated with protective sleeving to prevent damage by possible abrasion.

All external screws, bolts and metals shall be stainless steel or non-corrosive material.

Mains connections shall be by means of a suitable screw terminal block with a wire clamping contact. The luminaire shall be power factor corrected to a minimum of 0,9.

In the LED version, the diffuser shall be permanently sealed to the aluminium base and shall be supplied with a 300mm supply lead.

Type C

SABS approved 5 ft Open channel fluorescent fitting with 2 x 24W led lamps and telescopic lamp holders.

The luminaire body and cover shall be made of 0,8mm powder coated, cold rolled steel.

The cover shall be attached to the main body at either end by way of two M5 screws.

Electronic ballast shall facilitate increased lamp life, lower sensitivity to line voltage variations, less heat dissipation and lower weight.

Faulty lamps shall be switched off automatically at the end of life.

The luminaire shall bear

the SANS 60598-2-3 safety mark.

The lamp holder shall comply with VC 8011.

The electronic ballast shall be integral with the luminaire, and shall deliver constant light output independent of fluctuations in mains voltage.

AC voltage range 198 - 254V, DCvoltage range 176 - 280V.

Safe switch off for defective lamps.

The luminaire is power factor corrected to a minimum of 0,97.

The lamps shall be pharox T8 LED 1500, 24W 5000K 2400lumen with a colour rendering index greater than 90 and a minimal 50000hrs lifespan.

PLUMBING AND DRAINAGE

"The Tenderer is referred to the relevant Clauses in the

separate document Model Preambles for Trades (2009 Edition) and to the Supplementary Preambles which are incorporated in this Bill."

SUPPLEMENTARY PREAMBLES

'Polycop' polypropylene pipes:

"Polypropylene pipes 54mm diameter and under shall be seamless copper coloured class 16 pipes jointed with

'Fast-fuse' heat welded thermoplastic or brass compression fittings as designed for use with copper pipes as stated."

"Pipes shall be firmly fixed to walls etc with coloured nylon snap-in pipe clips with provision for accommodating thermal movement and jointed and fixed strictly in accordance with the manufacturer's instructions."

All pipe diameters are nominal external.

uPVC pipes and fittings:

"Soil, waste and vent pipes and fittings shall be solvent weld jointed."

Copper pipes:

"Pipes shall be hard drawn and half-hard pipes of the class stated. Class 0 (thin walled hard drawn) pipes shall not be bent. Class 1 (thin walled half-hard), class 2 (half-hard) and class 3 (heavy walled half-hard) pipes shall only be bent with benders with inner and outer formers. Fittings to copper waste, vent and anti-siphon pipes, capillary solder fittings and compression fittings shall be 'Cobra Watertech' type. Capillary solder fittings shall comply with ISO 2016. Only compression fittings shall be used in walls or in ground."

Fixing of pipes:

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include for fixing to walls etc. casting in, building in or suspending not exceeding 1m below suspension level

Reducing fittings:

"Where fittings have reducing ends or branches they are described as 'reducing'. In the case of pipes with diameters not exceeding 60mm only the largest end or branch size is given. Should the Contractor wish to use other fittings and bushes or reducers he may do so on the understanding that no claim in this regard will be entertained. In the case of pipes with diameters exceeding 60mm all sizes are given and no claim for extra bushes, reducers, etc will be entertained."

Excavations:

"No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling."

Laying, backfilling, bedding, etc of pipes:

Pipes shall be laid and bedded and trenches shall be carefully backfilled in accordance with manufacturers' instructions.

Where no manufacturers' instructions exist pipes shall be laid in accordance with clauses 5.1 and 5.2 of each of the following: SABS 1200 L : Medium pressure pipelines LD : Sewers LE : Stormwater drainage Pipe trenches etc shall be backfilled in accordance with clause 3, 5.5, 5.6, 5.7 and 7 of SAB.

Flush pans:

Flush pans shall have straight or side outlets and 'P' or 'S' traps as necessary.

Stainless steel basins, sinks, wash troughs, urinals, etc:

"Units shall have standard aprons on all exposed edges and tiling keys against walls where applicable."

Waste unions:

Descriptions of waste unions shall be deemed to include rubber or vulcanite plugs and chains fixed to fittings.

CIVIL WORKS

"The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2009 Edition) and to the Supplementary Preambles which are incorporated in this Bill."

Excavations:

"No claim for rock excavation will be entertained unless the Contractor has timeously notified the quantity surveyor thereof prior to backfilling."

Laying, backfilling, bedding, etc of pipes:

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EARTHWORKS

The Tenderer is referred to the relevant Clauses in the separate document Model Preambles for Trades (2009 Edition) and to the Supplementary Preambles which are incorporated in this Bill.

Nature of Ground:

The tenderer is required to visit the site, acquaint himself with the site conditions and to ascertain the exact nature of the ground to be excavated.

Carting away of excavated material:

Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site.

1. STANDARDS ON STEEL PALISADE FENCES

Equal Angle Iron, hot rolled, commercial quality (structural steel):

- All palisades are manufactured with structural equal leg angle iron.
- Steel Grade: Commercial Quality C 0,30% max.
- Tolerances: ISO R657 v. 1976
- Material Identification Certificate complies with DIN50049 3.1B and BS EN 10204 3.1B

Hot dip Galvanizing:

- SABS* ISO 1461
- South African Bureau of Standards

2. QUALITY OF STEEL

palisade fences made up with HOT ROLLED ANGLE IRON (material thickness either 2mm or 2.5mm).

These are the advantages of hot rolled angle iron:

- a) Its measurements are accurate and based on the norm and determined by the 'South African Bureau of Standards' (SABS).
- b) The physical properties (molecular structure) of the angle iron is of such nature, that it can only be bent by heavy forces. If you try to bend it by hand or with a hammer, the angle iron is elastic and goes back into its original position. That means: Hot rolled angle iron is elastic up to a certain point (elastic limit). The physical properties of hot rolled angle iron is regulated by the SABS
- c) The material is strong & long lasting

-
- d) As the material is strong, it provides a good surface for galvanizing.

Structure of the Modular Units

- The modular unit shall be 7m x 18m and the internal layout thereof shall be designed to Mogale City Local Municipality's requirements.
- The units shall be made of hard wearing, durable material and good quality of finishes and fittings shall be used.
- The units shall be fully insulated, ensuring a high level of comfort.
- The units shall be built to withstand harsh, outdoor climatic conditions.
- The units shall be ready for immediate use once delivered and sited with external services ready for connection.
- The units shall be supported on levelling jacks and concrete pads.

CHASSIS

The chassis of the units shall be manufactured from 2.5mm or 3mm steel lipped channel with heavy duty cross members welded together into a rigid ladder frame.

FLOOR

The floor of the units shall be 18mm thick CCA treated exterior grade shutter ply board on steel supports with heavy-duty 2mm vinyl sheeting. Alternative floor covering shall be available to customer's requirements.

WALLS

- The walls of the units shall be constructed of sandwich panels with at least 40mm Polystyrene, or 40mm Polyurethane core with 0,6mm chromadek on both sides.
- The Unit panels shall have double interlocking profiled edges, giving a flush weatherproof joint.
- The core shall have the following insulation properties:
 - ✓ The 40mm thick polystyrene of U-value = 0,93 W/M² °C
 - ✓ The 60mm thick polystyrene of U-value = 0,60 W/M² °C
 - ✓ The 40mm thick polyurethane of U-value = 0,55 W/M² °C (Lower value being the best performer)
 - ✓ Both types of core material shall be fire retardant.

ROOF AND CEILING.

- **THE ROOF AND CEILING OF THE UNITS SHALL BE CONSTRUCTED OF INTERLOCKING SANDWICH PANELS WITH 0,5MM PROFILED CHROMADEK TOP SKIN, 50MM POLYSTYRENE CORE AND 0.6MM CHROMADEK INNER SKIN, WHICH SERVE AS THE CEILING.**
- **THE ROOF PANEL SHALL HAVE AN INTERLOCKING PROFILE, WHICH PROVIDES A WEATHERPROOF JOINT.**
- Gutters with downpipes shall be fitted to accommodate rainwater.

WINDOWS

- **THE WINDOWS OF THE UNITS SHALL BE MANUFACTURED FROM ANODIZED ALUMINIUM WITH 4MM PANES OR POWDER COATED STEEL FRAMES**
- Burglar Bars shall be made of a minimum of 12 mm Square bars.
- Sliding fly screens shall be fitted to the windows
- Burglar bars to cover the windows on the outside shall be available.

DOORS

Unit doors shall be manufactured as follows:

- **EXTERIOR - CHROMADEK CLADDING WITH A POLYSTYRENE OR POLYURETHANE CORE.**
- **INTERIOR - HOLLOW CORE WITH DECORATIVE WOOD GRAIN SKIN**

SECURITY GATES

- **A SLIDING SECURITY GATE FOR THE MAIN DOOR SHALL BE AVAILABLE.**
sliding or swinging security gates shall be available for the toilet and kitchenette doors.

RAMP FOR DISABLED PERSONS

- The units shall have a ramp with railings attached to make provision for disabled persons
- The ramps shall have a low gradient in order to make it easy for a disabled person to negotiate them
- **THE RAMPS SHALL BE COVERED BY A VERANDA.**
- **THE VERANDA SHALL BE FITTED WITH A GUTTER AND A DOWN PIPE.**

ELECTRIC INSTALLATION

- **ALL ELECTRICAL FITTINGS SHALL BE SURFACE OR FLUSH MOUNTED.**
“CERTIFICATION OF COMPLIANCE” (COC) SHALL BE SUPPLIED WITH EACH BUILDING.

AIR CONDITIONING

- **THE UNITS SHALL HAVE AIR CONDITIONING WALL MOUNTED**
- **INTERNAL FITTINGS AND PLUMBING**
- **INTERNAL FITTINGS AND PLUMBING SHALL BE AVAILABLE TO MOGALE CITY'S REQUIREMENTS**
- **KITCHENETTE AND TOILET SHALL BE AVAILABLE AS ADDITIONAL ROOMS WITH OUTSIDE DOORS AND SECURITY GATES**
- **THE KITCHENETTE SHALL HAVE A SMALL SINK WITH RUNNING WATER AND A SMALL GEYSER**
- The basin in the toilet shall also have hot and cold water (linked to the small geyser)

SITING

The units shall be sited on

- 1) reinforced concrete slabs, or
- 2) reinforced concrete slabs with leveling jacks depending on site condition.

PS 9 WORKMANSHIP AND QUALITY CONTROL

The onus to produce work that conform in quality and accuracy of detail to the requirements of the Specification and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality-control system and provide experienced Project Managers, Foreman, 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 work. The Contractor's attention is drawn to the provision of the various Standardised Specifications regarding the minimum frequency of testing required.

The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control. Also, refer to JBCC. **The notification period for inspection is 48 Hours in advance and under special circumstances no less than 24 Hours.**

On completion and submission of every part of the work to the Project Manager for examination, the Contractor shall furnish the Project Manager 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 Project Manager. Spoiling shall comply with the applicable statutory and municipal regulations and shall be removed from site on regular basis and when instructed by the Project Manager. 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.

The Contractor shall be required to rehabilitate any and all stockpiles and spoils sites in accordance with EMP.

PS 11 TRENCHES AND EXCAVATIONS

Trenches and excavations shall not be left open at all during the builders 'holidays or for a period more than 48 hours at any time.'

The careful guarding to maintain as is subsoil moisture conditions shall be an integral basis of this contract. Proper barricading of open excavations and trenches are required due to the proximity of the residential area.

PS 12 TRANSPORT OF MATERIAL

All costs for transport materials, including 5km free haul, 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 material must be spoiled at Municipal dumping site or similar, it shall be specifically stated for pricing purposes.

All costs for transporting materials, including 5 km free haul, shall be included in the applicable tendered rates. All references in Specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these Project Specifications. Where material must be spoiled at Municipal dumping site or similar, it shall be specifically stated for pricing.

PS 12.1 Approved Transportations Route for Loaded Material

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

- b) Loaded or muddy material falling from tucks on public roads or on completed work shall be removed immediately.
- c) Roads shall be continuously broomed off and cleaned where mud tracking/falling debris occurs.

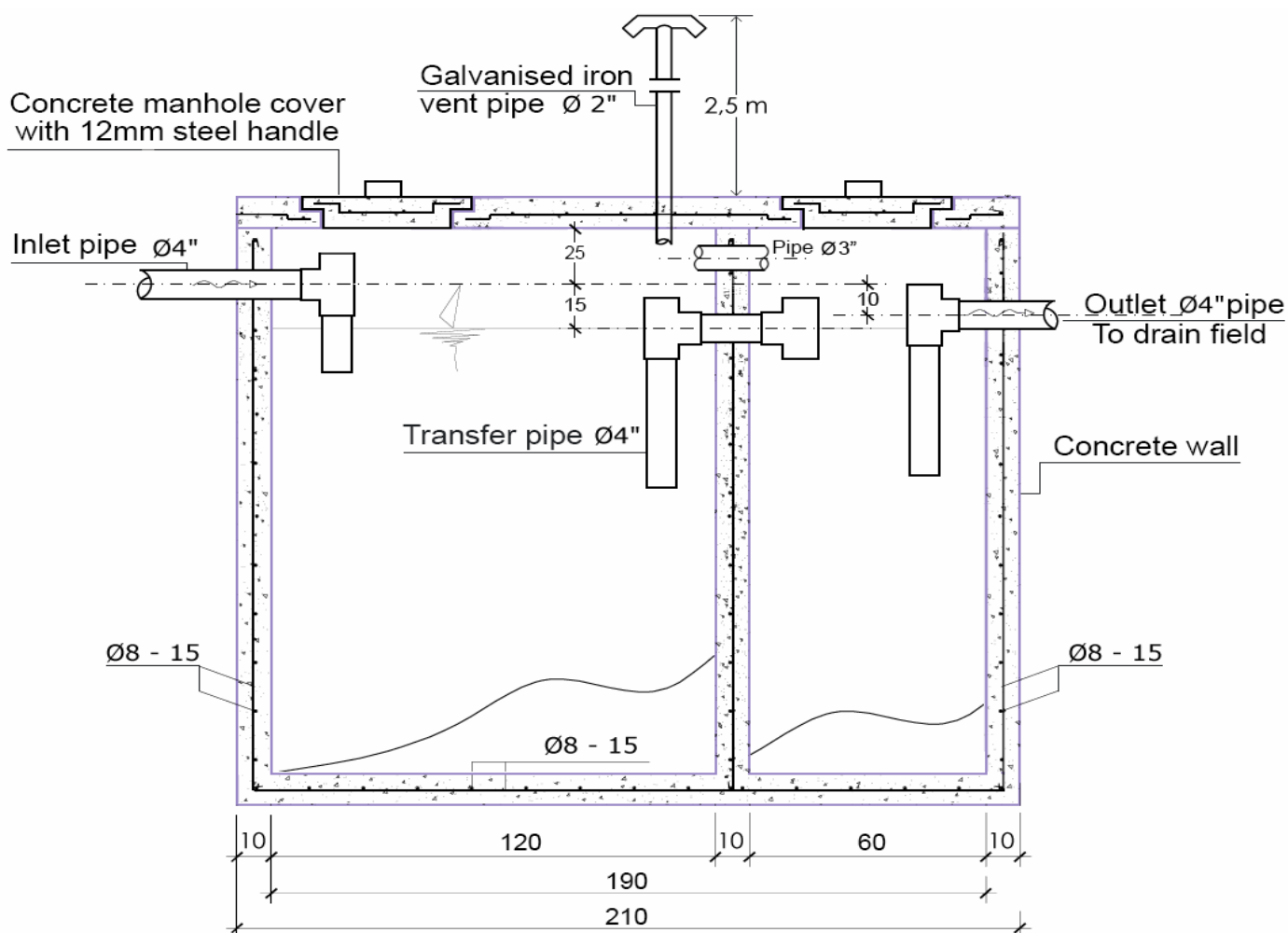
For the purposes of this Contract, the following SABS 1200 Standardised Specifications (latest amendments) shall apply:

SABS 1200 A	:	General
SA		
BS 1200 C	:	Site clearance
SABS 1200 D	:	Earthworks
SABS 1200 DB	:	Earthworks (pipe trenches)
SABS 1200 DK	:	Gabions and pitching
SABS 1200 DM	:	Earthworks (roads, subgrade)
SABS 1200 G	:	Concrete(structural)
SABS 1200 H	:	Structural steelwork
SABS 1200 HA	:	Structural steelwork (sundry items)
SABS 1200 L	:	Medium-pressure pipelines
SABS 1200 LB	:	Bedding (pipes)
SABS 1200 LC	:	Cables ducts
SABS 1200 LD	:	Sewers
SABS 1200 LE	:	Stormwater drainage
SABS 1200 LF	:	Erf connections(water)
SABS 1200 M	:	Roads
SABS 1200 ME	:	Subbase
SABS 1200 MF	:	Base
SABS 1200 MJ	:	Segmented paving
SABS 1200 MK	:	Kerbing and channelling
SABS 1200 MM	:	Ancillary roadworks

Variation and addition 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 L	:	Medium-pressure pipelines
SABS 1200 LB	:	Bedding (pipes)

Dimensions in inches	Dimensions in mm	Dimensions in m
Ø2	50mm	
Ø4	110 mm	
Ø3	75 mm	
Please note scale is in cm		

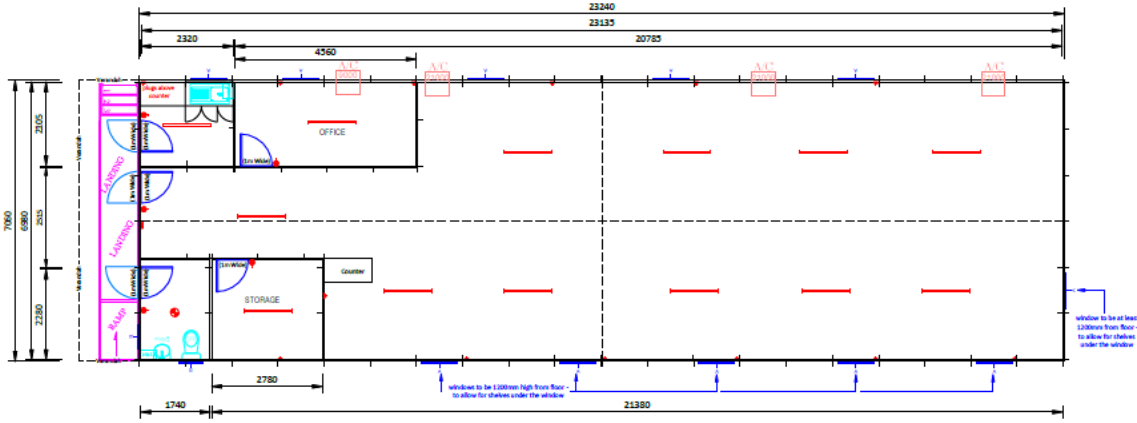


See Annexure 1

WINDOWS		DOORS		PLUMBING		ELECTRICAL		FLOOR COVER		FURNITURE		OTHER	
A - 800 x 900 TOP HUNG CLEAR GLASS INCLUDING BURGULAR BARS	11	EXTERNAL DOOR - CDK (1m wide)	3	DISABLE FRIENDLY TOILET	1	SURFACE MOUNTED DB	YES	MYRI SHEVLET (SW)	YES			JACKS (TRI-POD)	24
A - 800 x 900 VERTICAL BLINDS	11	INTERNAL DOOR - CDK (1m wide)	3	R & B PORK-CHOP & COLD WATER)	1	EARTH LEAKAGE	YES					CONCRETE AC	24
A - 800 x 900 VERTICAL BLINDS	11	INTERNAL DOOR - CDK (1m wide)	3	2.2m DBL CHLOROPRENE	2	2.2m DBL CHLOROPRENE	YES	2.2m DBL CHLOROPRENE	YES			RAMP LANDING 1 STEP STEEP & HANDRAIL	1
A - 800 x 900 TOP HUNG OBSCURE GLASS BURGULAR BARS INCLUDED	2	INTERNAL DOOR - CDK (1m wide)	2	2.2m DBL CHLOROPRENE	2	2.2m DBL CHLOROPRENE	YES	2.2m DBL CHLOROPRENE	YES			WINDOW WALL AC - 27000 BTU	1
A - 800 x 900 VERTICAL BLINDS	2	INTERNAL DOOR - CDK (1m wide)	2	2.2m DBL CHLOROPRENE	2	2.2m DBL CHLOROPRENE	YES	2.2m DBL CHLOROPRENE	YES			WINDOW WALL AC - 3000 BTU	2.2m
A - 800 x 900 VERTICAL BLINDS	2	INTERNAL DOOR - CDK (1m wide)	2	2.2m DBL CHLOROPRENE	2	2.2m DBL CHLOROPRENE	YES	2.2m DBL CHLOROPRENE	YES			WPC/PTP (WOOD) WOOD	2.2m
A - 800 x 900 VERTICAL BLINDS	2	INTERNAL DOOR - CDK (1m wide)	2	2.2m DBL CHLOROPRENE	2	2.2m DBL CHLOROPRENE	YES	2.2m DBL CHLOROPRENE	YES			BOOK SECURITY SYSTEM	1
A - 800 x 900 VERTICAL BLINDS	2	INTERNAL DOOR - CDK (1m wide)	2	2.2m DBL CHLOROPRENE	2	2.2m DBL CHLOROPRENE	YES	2.2m DBL CHLOROPRENE	YES			VERANDAH (1.5m wide)	YES
A - 800 x 900 VERTICAL BLINDS	2	INTERNAL DOOR - CDK (1m wide)	2	2.2m DBL CHLOROPRENE	2	2.2m DBL CHLOROPRENE	YES	2.2m DBL CHLOROPRENE	YES			RAIN WATER DRAIN	YES
A - 800 x 900 VERTICAL BLINDS	2	INTERNAL DOOR - CDK (1m wide)	2	2.2m DBL CHLOROPRENE	2	2.2m DBL CHLOROPRENE	YES	2.2m DBL CHLOROPRENE	YES			EXTERIOR LIGHTING	YES

PLEASE NOTE:

- VAULTED ROOF & CEILING SYSTEM.
- ALL DOORS & SECURITY GATE TO BE DISABE FRIENDLY
- AIRCON INSTALLATIONS ON SITE IS EXCLUDED
- BLACK TRIMS

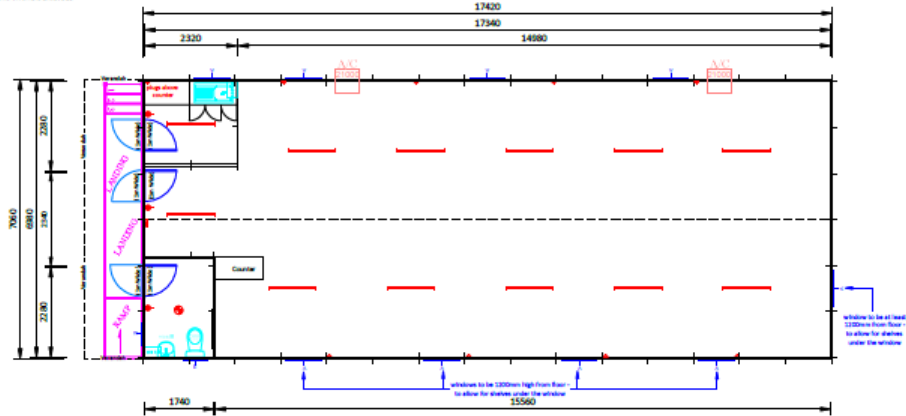


See Annexure 2

WINDOWS			DOORS		PLUMBING		ELECTRICAL		FLOOR COVER		FURNITURE		OTHER	
A-500 X 800 TOP HANG CLEAR GLASS, INCLUDING BUNGALY BARS	3		EXTERNAL DOOR - CDB (1/2" x 6")	3	DISABLE FRIENDLY TOILET	1	SURFACE MOUNTED DB	YES	VINYL SHEETING DOWN	YES		JACKS (TRUCKS)		24
A-500 X 800 VERTICAL BLINDS	3		SECURITY GATE	3	W. & B. PONG AND COLD WATER	1	SM. LEAKAGE					CONCRETE P. FAGE		25
A-500 X 800 X 1/2" HANGING GLASS, INCLUDING BUNGALY BARS INCLUDED	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER LANDING (1/2" x 6") STOP & JUMPS		26
A-500 X 800 TOP HANG INSULATED GLASS, INCLUDING BUNGALY BARS INCLUDED	3				1/2" x 6" CDB (1/2" x 6")	2	2" x 6" DOUBLE FLUORESCENT LIGHTS	12				WINDROW WALL AC - 210000 STOP		27
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		28
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		29
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		30
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		31
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		32
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		33
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		34
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		35
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		36
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		37
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		38
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		39
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		40
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		41
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		42
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		43
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		44
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		45
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		46
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		47
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		48
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		49
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		50
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		51
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		52
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		53
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		54
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		55
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		56
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		57
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		58
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		59
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		60
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		61
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		62
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		63
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		64
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		65
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		66
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		67
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		68
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		69
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		70
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		71
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		72
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		73
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		74
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		75
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		76
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		77
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		78
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		79
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		80
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		81
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		82
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		83
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		84
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		85
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		86
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		87
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		88
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		89
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		90
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		91
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		92
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		93
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		94
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		95
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		96
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		97
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		98
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		99
A-500 X 800 VERTICAL BLINDS	3				1/2" x 6" CDB (1/2" x 6")	1	1/2" x 6" CDB (1/2" x 6")					WATER TOP (1/2" x 6")		100

PLEASE NOTE:

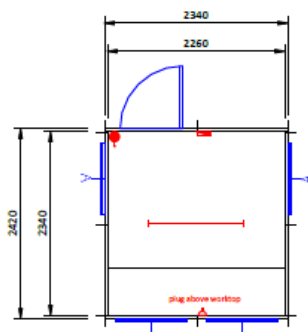
- VAULTED ROOF & CHILING SYSTEM.
- ALL DOORS & SECURITY GATE TO BE DISABLE PERMANENTLY
- AIRCON INSTALLATIONS ON SITE IS EXCLUDED
- BLACK TRIMS



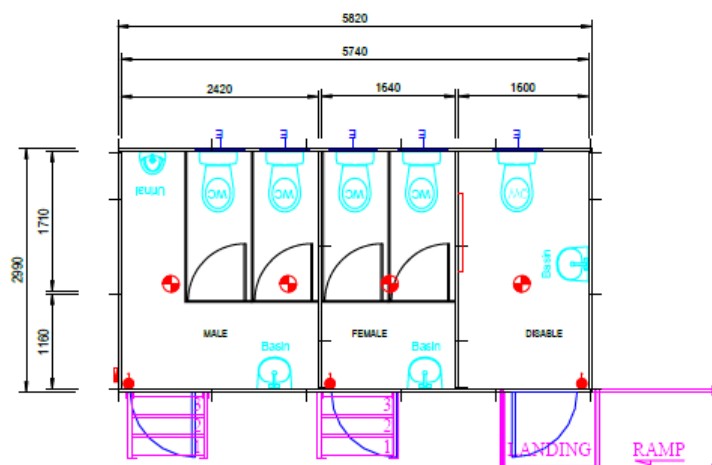
See Annexure 3

[illegible]

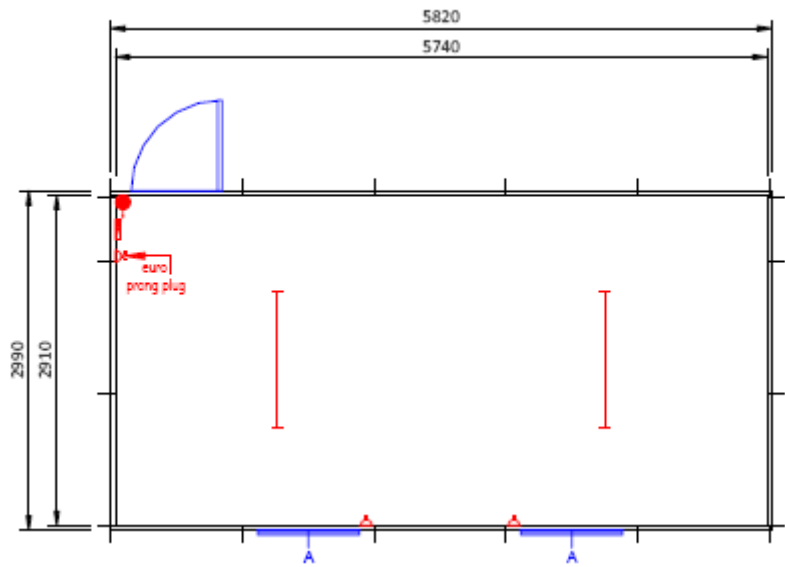
PLEASE NOTE:
-BLACK TRIMS



See Annexure 4

[illegible]

Office Floor Plan



C4.5 BID CHECKLIST

This list is aimed at assisting all bidders to submit complete bid documents.

Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO – it might lead to the disqualification of your bid.

ITEM	DESCRIPTION	YES	NO
1.	Provided copy of your company registration document.		
2.	Provided certified copy of your company VAT registration Certificate		
3.	Certified copies of ID's for company/entity directors		
3.	Tax clearance certificate/copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity		
5.	The bidding entity as well as all its directors must submit municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, which must stipulate the responsibility of payment of municipal services. If the responsibility of payment of municipal services is that of the tenant/lessee, please provide proof of payment of those services. If the business operates from the different address as per CIPC document, affidavit must be provided		
6.	- Valid B-BBEE Rating Certificate or letter from registered auditor - Consolidated B-BBEE certificate / letter in case of a trust, consortium or joint venture.		
7.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD forms duly completed and signed.		
8.	All pages requiring information have been completed in full and in black ink.		
9	No pages removed from the tender document		
10.	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.		
11.	JV agreement has been attached and signed (if applicable)		
12.	Bidder must attach the Central Supplier Database (CSD) registration summary report.		
13.	Completed Bills of Quantities in blank ink and signed (No Tipex)		
14.	In case of any amendments made, was it signed in full by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		
15	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		
16.	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, like tax clearance certificates, municipal accounts, etc.
- ❖ No communication with Mogale City Municipal officials are allowed after the closing date of the tender. The only authorised form of communication will be through the Supply Chain Management Office.
- ❖ No bids will be accepted if not submitted on the correct closing date and time. No late bids will be considered, even if only late by a minute.