

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: IEM (BM) 02/2024

TENDER: PANEL OF CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN TERMS OF REGULATION 25 OF CIDB, FOR THE MAINTENANCE OF LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.



## DEPARTMENT INTEGRATED ENVIRONMENTAL MANAGEMENT: BIODIVERSITY MANAGEMENT

TENDER NUMBER: IEM (BM) 02/2024

PANEL OF CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN TERMS OF REGULATION 25 OF CIDB, FOR THE MAINTENANCE OF LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL MUNICIPALITY 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:<br>.....<br>Fax:<br>.....<br>Cell:<br>.....<br>Email:<br>..... |
| Tender Amount carried from Form of Offer (incl VAT) | R ..... (incl VAT)                                                  |
| CIDB Grading & CRN No                               |                                                                     |

**Prepared for:**

Mogale City Local Municipality  
P O Box 94  
Krugersdorp  
1740

**Prepared By:**

Mogale City Local Municipality,  
Department Integrated Environmental Management  
P O Box 94  
KRUGERSDORP  
1740

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

MOGALE CITY LOCAL MUNICIPALITY

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## MOGALE CITY LOCAL MUNICIPALITY



### THE TENDER:

### PART T1: TENDERING PROCEDURES

**PART T1: TENDERING PROCEDURES****T1.1 Tender Notice and Invitation to Tender****MDB1**

## PART A INVITATION TO BID

### YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALE CITY LOCAL MUNICIPALITY

|                                                                                            |                                                                                                                                                                                                                                                 |               |                            |                  |       |
|--------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------|------------------|-------|
| BIDDERS ARE REQUIRED TO FURNISH THE FOLLOWING INFORMATION:                                 |                                                                                                                                                                                                                                                 |               |                            |                  |       |
| BID NUMBER:                                                                                | IEM (BM) 02/2024                                                                                                                                                                                                                                | CLOSING DATE: | WEDNESDAY 06<br>MARCH 2024 | CLOSING<br>TIME: | 11:00 |
| DESCRIPTION                                                                                | PANEL OF CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN TERMS OF REGULATION 25 OF CIDB, FOR THE MAINTENANCE OF LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL MUNICIPALITY 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<br>NUMBER                                                        | CODE                                                            |  | NUMBER                                       |         |                                                                 |
| CELLPHONE<br>NUMBER                                                        |                                                                 |  |                                              |         |                                                                 |
| FACSIMILE NUMBER                                                           | CODE                                                            |  | NUMBER                                       |         |                                                                 |
| E-MAIL ADDRESS                                                             |                                                                 |  |                                              |         |                                                                 |
| VAT REGISTRATION<br>NUMBER                                                 |                                                                 |  |                                              |         |                                                                 |
| TAX COMPLIANCE<br>STATUS                                                   | TCS PIN:                                                        |  | OR                                           | CSD No: |                                                                 |
| B-BBEE STATUS<br>LEVEL<br>VERIFICATION<br>CERTIFICATE<br>[TICK APPLICABLE] | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No |  | B-BBEE<br>STATUS LEVEL<br>SWORN<br>AFFIDAVIT |         | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> No |

|                                                                                                                                                                       |                                                                                    |                                                                          |                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| BOX]                                                                                                                                                                  |                                                                                    |                                                                          |                                                                                        |
| <b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b> |                                                                                    |                                                                          |                                                                                        |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER PART B:3 ] |
| TOTAL NUMBER OF ITEMS OFFERED                                                                                                                                         |                                                                                    | TOTAL BID PRICE                                                          |                                                                                        |
| SIGNATURE OF BIDDER                                                                                                                                                   | .....                                                                              | DATE                                                                     |                                                                                        |
| CAPACITY UNDER WHICH THIS BID IS SIGNED                                                                                                                               |                                                                                    |                                                                          |                                                                                        |

## PART B TERMS AND CONDITIONS FOR BIDDING

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)    <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?    <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA    <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?    <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATI    <input type="checkbox"/> YES   <input type="checkbox"/> NO</p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>                                                                             |

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: Monday 29 January 2024

TENDER NOTICE: IEM (BM) 01/2024

**MOGALE CITY LOCAL MUNICIPALITY**

Tenders are hereby invited for the following Office: Integrated Environmental Management: Biodiversity Management.

**TENDER NO: IEM (BM) 02/2024**

**PANEL OF CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN TERMS OF REGULATION 25 OF CIDB, FOR THE MAINTENANCE OF LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.**

**Compulsory Briefing Session will be held on Monday 12 February 2024 at 10:00am at Centenary Hall, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1740.**

**No visual compulsory briefing session will be available.**

**Adjudication: 80/20**

Tenders will be evaluated using Technical Evaluation criteria of **125** points of which the service provider is required to score the minimum of **57** points in order to be considered for further evaluation.

Tenders will be evaluated using the 80/20 preference point system which awards 80 points for Functionality and 20 points for Specific goals in accordance with the table below:

| The specific goals allocated points in terms of this tender                                             | Number of points allocated (90/10 system) (To be completed by the organ of state) | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (90/10 system) (To be completed by the tenderer) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Categories of historically disadvantaged persons                                                        | X                                                                                 | 5                                                                                 | X                                                                         |                                                                           |
| Youth enterprise (enterprise owned by persons younger than 35 years).                                   | X                                                                                 | 5                                                                                 | X                                                                         |                                                                           |
| Township-based businesses (Enterprises located and operated in Mogale City Local Municipality township) | X                                                                                 | 3                                                                                 | X                                                                         |                                                                           |
| Disability (Enterprises located and operated by disabled persons).                                      | X                                                                                 | 3                                                                                 | X                                                                         |                                                                           |
| Local based (points for the locality, etc.)                                                             | X                                                                                 | 4                                                                                 | X                                                                         |                                                                           |

**Documents Collection:** Documents can be downloaded from the e-portal at [www.etenders.gov.za](http://www.etenders.gov.za) or [www.mogalecity.gov.za](http://www.mogalecity.gov.za).

Technical Enquiries: [scmenquiries@mogalecity.gov.za](mailto:scmenquiries@mogalecity.gov.za)

**Documents available:** As from **Monday 29 January 2024** on [www.etenders.gov.za](http://www.etenders.gov.za) or [www.mogalecity.gov.za](http://www.mogalecity.gov.za)

**Closing date: 06 March 2024**

**Time: 11:00**

**Tender Box**

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

**A. MANDATORY DOCUMENTS:**

**(IF NOT PROVIDED THE BID WILL BE INSTANTLY DISQUALIFIED.)**

1. Fully completed and signed the Compulsory Briefing Session attendance register.
2. The bidding entity must submit Municipal account which is not more than three (3) months / ninety (90) days plus in arrears at the time of the closing date.
3. The director(s) of the bidding entity / Joint Venture / consortium must submit Municipal account which is not more than three (3) months / ninety (90) days plus in arrears at the time of the closing date.
4. The bidding entity must submit a valid signed lease agreement or rental statement which is in the name of the business and or the directors.  
Further, the municipal account of the responsible person must be attached.
5. If the Bidding Entity operates from Informal settlement and is not responsible for municipal account / services:
  - 5.1. The bidder must submit Confirmation on Municipality / Metro letterhead signed and stamped from the ward Councilor / delegate with contact details.
6. If the bidding entity operates from parents' place / director's place or any other place and is not responsible for Municipal account / Services.
  - 6.1. The bidder must submit the property owner's Municipal account and Sworn Affidavit of the property owner with the original stamp from the Commissioner of Oaths.
7. If the bidding entity's property and director's property is new and has not been registered nor received any Municipal account, a Conveyancer's letter must be submitted as confirmation with the date of transfer.
8. Submit Central Supplier Database (CSD) Registration Report or Summary Report.
9. 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.
10. Completed and signed the below Municipal Bidding Documents:
  - 10.1. MBD 1: Invitation to tender
  - 10.2. MBD 4. Declaration of Interest.
  - 10.3. MBD 5: Declaration of procurement above R10 million (vat included)
  - 10.4. MBD 6.1 Preferential Points
  - 10.5. MBD 8: Declaration of bidders past supply chain management practices
  - 10.6. MBD 9: Certificate of independent bid determination.

**B. BIDDING TENDER CONDITIONS:**

**(NON- COMPLIANCE WITH THE BELOW WILL LEAD TO BIDDER BEING NON-RESPONSIVE).**

11. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ [www.csd.gov.za](http://www.csd.gov.za).
12. 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.
13. 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.
14. No electronic signature will be accepted in the bidding document. The bidder's signature must always be signed by hand in black ink.
  15. No late tender will be accepted.
  16. Telefax or e-mail tenders will not be accepted.
  17. All bids must be submitted on the official and original forms and must not be re-typed, copied or scanned. Tenders must only be submitted on the bid documents as provided by Mogale City Local Municipality.
  18. Tenders must be completed in black ink, handwritten and must not be typed.
  19. The use of tipp-ex is not allowed on the bid documents.
  20. Bids completed in pencil will be regarded as invalid bids.
  21. No page(s) must be removed from the original tender document.
  22. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document;
  23. In the event of a mistake having been made on the pricing schedule, it shall be crossed out in ink and be accompanied by initials at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
  24. 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.
  25. The Municipality reserves the right to appoint and not to appoint.
  26. The validity period for this tender is hundred and twenty (120) days.
  27. 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.
  28. The Municipality reserve the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations.
  29. Fees shall be inclusive of VAT for all registered VAT vendors.
  30. All bid Fees must be in RSA currency and inclusive of VAT.
  31. 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, failure to indicate the escalation will lead to a disqualification.
  32. The awarded bidders may be required to subcontract a portion of the contract to locally operated entities within Mogale City Jurisdiction in accordance with CIDB practice note 7.
  33. Bids will be opened immediately after the closing date and time in a venue to be indicated.
  34. No bids will be accepted from persons in the service of state as it is defined in the Municipal Finance Management Act and Regulations.
  35. 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.
  36. Tender documents may be downloaded from e-tender portal at [www.etenders.gov.za](http://www.etenders.gov.za) as well as [www.mogalecity.gov.za](http://www.mogalecity.gov.za).

#### **C. ESSENTIAL DOCUMENTS**

##### **(THIS WILL NOT RESULT IN A DISQUALIFICATION OF A BIDDER).**

37. 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.
38. Copies of director's ID not older than three (3) months, not a copy of a certified copy.
39. Bids must be submitted in original and an electronic copy in PDF format submitted on a USB drive.
40. Completed and signed the Declaration of Municipal Account.

**OFFICE OF THE 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 CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No 38960 of 10 July 2015, Board Notice 136 of 2015. (See [www.cidb.org.za](http://www.cidb.org.za)).

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

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

**T1.2.2 Tender Data**

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

**The additional Conditions of Tender are:**

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

| 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         | <p>The Employer's agent is:</p> <p>Contact Person : <b>Executive Manager</b></p> <p>Company Name : <b>Integrated Environmental Management</b></p> <p>Address : <b>Mogale City Local Municipality,<br/>P O Box 94<br/>Krugersdorp<br/>1740</b></p> <p>Email Address : <b><a href="mailto:scmenquiries@mogalecity.gov.za">scmenquiries@mogalecity.gov.za</a></b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| F.1.5         | <p><b>The Employer's right to accept or reject any tender offer:</b></p> <p>The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| F.1.6.1       | <p><b>Data pertaining to targeted procurement.</b></p> <p>This tender will be adjudicated and awarded in terms of the Mogale City Local Municipality Procurement Policy. The complete document can be requested from Mogale City Local Municipality. A list of trained local labour will be provided by the Municipal structure on award of the Tender.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| F.1.6.2       | <p><b>Corporate Social Responsibility</b></p> <p>A 2% VAT inclusive contribution will be deducted from all certified payments to the contractor and will be deducted from the amount payable before payment is issued. This is only applicable to service providers outside of the Mogale City jurisdiction.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| F.1.6.3.1     | Tenderers shall submit their proposals. The Employer shall evaluate each responsive submission in terms of the method of evaluation stated in F.3.11.3 in the Tender Data.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| F.2.1         | <p><b>Eligibility Criteria and Requirements</b></p> <p><b>CIDB Registration and Grading:</b></p> <ol style="list-style-type: none"> <li>1) Only tenderers who are registered with the CIDB or have a sub-contractor registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to <b>4SH or higher</b> class of construction work, are eligible to submit tenders.</li> <li>2) Only the following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders: contractors who have a contractor grading designation equal or higher to <b>4SH</b> class of construction work; and</li> <li>3) Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> <li>i) Every member of the joint venture is registered with the CIDB;</li> <li>ii) The lead partner has a contractor grading designation in the, <b>4SH</b> class of construction work; and</li> <li>iii) The combined contractor grading designation calculated in accordance with the CIDB Regulation is equal or higher to <b>4SH</b> class construction work.</li> </ol> </li> <li>4) Information to be submitted with the tender:<br/>The tenderer shall submit CV's of the management and key staff submitted in this tender document that will be employed to carry out this project, together with satisfactory evidence that such staff members satisfy the eligibility requirements.</li> </ol> |

| Clause Number | Tender Data                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| F.2.7         | The arrangements for the compulsory Project Briefing Session are:<br>Date: Refer to Invitation to Tender<br>Venue: Refer to Invitation to Tender<br>Enquiries may be directed to <a href="mailto:scmenquiries@mogalecity.gov.za">scmenquiries@mogalecity.gov.za</a><br>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| F.2.13.       | The tenderer must submit one tender offer only in a sealed envelope.<br>The Employer's address for delivery of tender offers and identification details to be shown on the tenderer's offer package are:<br><b>Location of tender box:</b> Reception desk of the Supply Chain Management Unit upper level of the West Wing of the Mogale City Civic Centre<br><b>Physical Address:</b> Corner Commissioner and Market Street in Krugersdorp.<br><b>Identification Details:</b> Tender reference number, Title of Tender<br>Closing date and time of the tender,<br>Tenderer's name, his authorised representatives name,<br>Postal address and telephonic contact numbers                                                                                                                                                                                                                                                                                                                                                                                                     |
| F.2.13.6      | This tender will be submitted as a <b>1 envelope tender document</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| F.2.13.10     | <b>Additional Clause:</b><br>All annexures (for the Returnable Schedules) must be submitted in a <b>separately bound document</b> together with the tender document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| F.2.15.1      | Refer to the Invitation to Tender for the closing time for submissions of the tender offers.<br>No late submissions will be considered.<br>Telephonic, telegraphic, telex, facsimile or emailed submission offers will not be accepted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| F.2.16        | All Bids shall remain valid for a period of hundred and twenty (120) days after the time and date set for the opening of Bids, or until the tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the tenderer may be requested in writing, to extend the validity of this tender for a specific period. The written approval of the tenderer must then be received before the lapsing of the original validity period, in order to remain valid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| F.2.23        | The Tenderer must provide the following with his submitted bid document.<br>T2.2.1 Record of Addenda to Tender Documents<br>T2.2.2 Compulsory Enterprise Questionnaire<br>T2.2.3 Authority of Signatory<br>T2.2.4 MCLM Corporate Social Responsibility<br>T2.2.5 Proposed Amendments and Qualifications<br>T2.2.6 Declaration of Interest<br>T2.2.7 Preference Points Claim Form<br>T2.2.8 Declaration of Tenderer's Past Supply Chain Management Practices<br>T2.2.9 Certificate of Independent Bid Determination<br>T2.2.10 Capacity to Execute Work<br>T2.2.11 Key Personnel/Project Team<br>T2.2.12 Previous Experience<br>T2.2.13 Schedule of Proposed Subcontractors<br>T2.2.14 Rates for Special Materials<br>T2.2.15 Certificate of Tenderers Attendance at the Clarification Meeting<br>T2.2.16 Tax Clearance Certificate<br>T2.2.17 Certificate of Contractors Registration issued by the Construction Industry Development Board<br>T2.2.18 (A) Municipal Accounts<br>(B) Declaration of Municipal Account<br>T2.2.19 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:<br><br>Tenders will be opened in public.<br><br>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: <ul style="list-style-type: none"> <li>• The contractors fails to meet the minimum qualifying score for functionality evaluation criteria for a tender</li> <li>• The contractors fails to submit a valid CIDB certificate</li> </ul>                                                                                         |
| F.3.11.1      | The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and specific goals.<br><br>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 specific goals.<br><br>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". |

## 1. TECHNICAL EVALUATION CRITERIA

- ❖ The below mentioned technical evaluation criteria regarding Functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to specifications.
- ❖ Failure to score the minimum of **57 points out of 125 points** will lead to non-compliance and bidders will be rejected after this phase and not continue for price scoring.
- ❖ If any criterion is rated zero points, the bidders will be rejected, even if the required **57 out of 125 points** are achieved.
- ❖ These criteria shall only determine whether a bid will further be evaluated and will not influence the points scored on Price.
- ❖ All information and particulars necessary to properly evaluate the bid must be furnished on the submission. Incomplete particulars and documents required to substantiate the bidder's claim or insufficient documentary proof thereof will be construed to mean that the bidder is forfeiting the evaluation points in that regard.

| ITEM | QUALITY CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | WEIGHT | MINIMUM SCORE |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------|
| 1.   | <p><b><u>SIMILAR WORK PROJECTS SUCCESSFULLY COMPLETED</u></b></p> <p>The Company must provide contactable reference letters duly signed by the previous client showing proof of previous experience in Grass-Cutting/Garden Maintenance Services/ Landscaping with valid contacts of clients.</p> <ul style="list-style-type: none"> <li>❖ Two (02) – Three (03) Completed Projects = <b>5 Points</b></li> <li>❖ Three (03) – Four (04) Completed Projects = <b>10 Points</b></li> <li>❖ Five (05) Completed Projects and above = <b>15 Points</b></li> </ul> <p><b>NB: Bidders will not score points should they fail to submit contactable reference letters from previous clients.</b><br/> <b>Only reference letters confirming the successful completion of similar services will be considered/acceptable.</b><br/> <b>Current projects that are not yet completed will not be considered</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                     | 15     | 05            |
| 2.   | <p><b><u>QUALIFICATIONS, EXPERIENCE AND EXPERTISE OF INDIVIDUAL TEAM MEMBERS ON SIMILAR PROJECTS COMPLETED</u></b></p> <p><b><u>HORTICULTURIST/LANDSCAPE ARCHITECT</u></b><br/> Submit copies of Horticulturist/Landscape Architect – National Diploma Certificate (NQF Level 6 or higher) in horticulture/landscape qualification plus a CV indicating a minimum of five (05) years of experience in similar projects (garden maintenance, open space, sidewalk maintenance and/or landscaping) as well as a valid certificate of membership with the <b>South African Council of Landscape Architect Professionals (SACLAP)</b></p> <ul style="list-style-type: none"> <li>❖ Five (05) – Seven (07) years of experience with relevant qualifications and valid membership with SACLAP = <b>5 Points</b></li> <li>❖ Eight (08) – Ten (10) years of experience with relevant qualification and valid membership with SACLAP = <b>10 Points</b></li> <li>❖ Eleven (11) years and above experience with relevant qualifications and valid membership with SACLAP = <b>15 Points</b></li> </ul> <p><b>(Non-attachment of copies of the specified qualifications and CV with contactable references, clearly stating the relevant experience of the work done and valid membership with SACLAP will lead to Zero (0) scoring of points)</b></p> | 15     | 05            |

| ITEM | QUALITY CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | WEIGHT | MINIMUM SCORE |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---------------|
| 3.   | <p><b><u>PEST CONTROLLER</u></b></p> <p>Submit a CV with a Valid copy of Pest Control Certificate stating a minimum of Two (02) years of experience in similar projects (garden maintenance, open space, sidewalk maintenance and landscaping)</p> <ul style="list-style-type: none"> <li>❖ Two (02) – Four (04) years of experience with pest control certificate = <b>5 Points</b></li> <li>❖ Five (05) – Seven (07) years of experience with pest control certification = <b>10 Points</b></li> <li>❖ Eight (08) and above years' experience with relevant pest control certificate = <b>15 Points</b></li> </ul> <p><b>(Non-attachment of copies of the specified qualifications and CV with contactable references, clearly stating the relevant experience of the similar work done and valid pest control certificate will lead to Zero (0) scoring of points)</b></p> | 15     | 05            |
| 4.   | <p><b><u>MACHINE OPERATORS</u></b></p> <p>Submit a CV with Trade Certificates stating a minimum of <b>Two (02)</b> years of experience in similar projects (garden maintenance, open space, sidewalk maintenance and/or landscaping)</p> <ul style="list-style-type: none"> <li>❖ Two (02) – Four (04) years of experience with trade certificate = <b>5 Points</b></li> <li>❖ Five (05) – Seven (07) years of experience with trade certificate = <b>10 Points</b></li> <li>❖ Eight (08) and above years of experience with a trade certificate = <b>15 Points</b></li> </ul> <p><b>(Non-attachment of copies of the specified qualifications and CV with contactable references, clearly stating the relevant experience of the similar work done and trade certificate will lead to Zero (0) scoring of points)</b></p>                                                    | 15     | 05            |
| 5    | <p><b><u>DRIVERS</u></b></p> <p><b>Minimum of Two (02) x Drivers with valid PrDP (Professional Driving Permit) driver's license with</b> a minimum of Two (02) years of experience in similar projects (garden maintenance, open space, sidewalk maintenance and landscaping)</p> <ul style="list-style-type: none"> <li>❖ Two (02) drivers with valid PrDP Code 10 licence = <b>5 Points</b></li> <li>❖ Three (03) drivers with valid PrDP Code 10 licence = <b>10 Points</b></li> <li>❖ Four (4) drivers and above PrDP code 10 licence = <b>15 Points</b></li> </ul> <p><b>(Non-attachment of copies of valid driver's license with PrDP and CV with contactable references, clearly stating the relevant experience of the similar work done, will lead to Zero (0) scoring of points)</b></p>                                                                            | 15     | 05            |
| 6.   | <p><b><u>VEHICLE</u></b></p> <p><b>Minimum of one (1) LDV and/ or one-ton truck</b></p> <p>Provide proof of ownership in the form of a valid copy of the eNatis registration certificate in the name of the bidding entity or its director(s). In case of rental provide a Letter of Intent (LoI) from the owner plus a copy of the eNatis registration certificate of the owner.</p> <ul style="list-style-type: none"> <li>❖ <b>Own Vehicle = 20 points</b></li> <li>❖ <b>Rented Vehicle = 10 points</b></li> </ul>                                                                                                                                                                                                                                                                                                                                                         | 20     | 10            |

| ITEM | QUALITY CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | WEIGHT     | MINIMUM SCORE |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------|
|      | (The municipality will verify the validity of the eNatis documents submitted at its Licensing Centre.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |            |               |
| 7.   | <p><b><u>CAPACITY IN TERMS OF EQUIPMENT AND MACHINERY</u></b></p> <p>To be listed on company letterhead and signed or submit a signed letter of intent from hiring company confirming the availability of the equipment list of machinery with serial number shall be submitted and will be inspected during site visits.</p> <ul style="list-style-type: none"> <li>❖ Minimum of 4 tractors with slashers = (Own: 2 Points, Hired: 1Point)</li> <li>❖ Minimum of 4 chain saws = (Own: 2 Points, Hired: 1Point)</li> <li>❖ Minimum of 2 blowers = (Own: 2 Points, Hired: 1Point)</li> <li>❖ Minimum of 5 knapsack = (Own: 2 Points, Hired: 1Point)</li> <li>❖ Minimum of 10 heavy-duty lawn mower = (Own: 2 Points, Hired: 1Point)</li> <li>❖ Minimum of 10 heavy-duty brush cutters = (Own: 2 Points, Hired: 1Point)</li> <li>❖ Minimum of 1 pole pruners = (Own: 2 Points, Hired: 1Point)</li> <li>❖ Minimum of 1 hedge trimmer = (Own: 2 Points, Hired: 1Point)</li> </ul> <p><b>(Non-attachment of signed company letterhead/LOI confirming equipment and machinery will lead to Zero (0) scoring of points)</b></p> | 16         | 08            |
| 8.   | <p><b><u>STRATEGIC COMPLIANCE</u></b></p> <p>Public Liability Insurance (Bidders to submit Public Liability Insurance Confirmation Letter or Letter of Intent from an insurance company registered with the South African Insurance Body). The Public Liability Insurance minimum value of R2 000 000.</p> <p><b>(Non-attachment of public liability insurance letter with a minimum value of R2 000 000.00 will lead to Zero (0) scoring of points)</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 14         | 14            |
|      | <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>125</b> | <b>57</b>     |

## 2. SERVICE PROVIDER PERFORMANCE MONITORING

|    | KEY PERFORMANCE AREAS                       | KEY PERFORMANCE INDICATORS                                                                                                                                                                                                                                                                             | PORTFOLIO OF EVIDENCE                                                                             |
|----|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| 1. | Litter removal disposal                     | <ul style="list-style-type: none"> <li>The Service Provider must remove litter from grassed areas, payments and the outside areas around the boundary fencing.</li> <li>Remove all litter gathering within the scrubs and flowers.</li> <li>Remove all litter gathering within shrubs/trees</li> </ul> | <ul style="list-style-type: none"> <li>Pictures of before and after</li> <li>Job Cards</li> </ul> |
| 2. | Maintenance of grassed areas                | <ul style="list-style-type: none"> <li>Remove all leaves from grassed areas.</li> <li>Cut grass to all areas and trim edges to paths and borders.</li> <li>All pathways and drives are to be swept and left free of grass-cutting</li> </ul>                                                           | <ul style="list-style-type: none"> <li>Pictures of before and after</li> <li>Job Cards</li> </ul> |
| 3. | Maintenance of flower beds                  | <ul style="list-style-type: none"> <li>Weeding, raking clearing of debris, removal of dead plants, replanting of flowerbeds as required and pruning. Remove weeds from shrubs and application of weed killer.</li> </ul>                                                                               | <ul style="list-style-type: none"> <li>Pictures of before and after</li> <li>Job Cards</li> </ul> |
| 4. | Hedges and tree care                        | <ul style="list-style-type: none"> <li>Trim and pruning of all hedges and trees in the gardens. Remove brambles and other invasive plant growth.</li> <li>Cut back any damaged, broken branches hanging</li> <li>Remove from the site any fallen branches or trees</li> </ul>                          | <ul style="list-style-type: none"> <li>Pictures of before and after</li> <li>Job Cards</li> </ul> |
| 5. | Maintenance of footpaths, driveways         | <ul style="list-style-type: none"> <li>Remove weeds from all communal footpaths, steps, car parking areas and around the boundary wall.</li> </ul>                                                                                                                                                     | <ul style="list-style-type: none"> <li>Pictures of before and after</li> <li>Job Cards</li> </ul> |
| 6. | Maintenance of Open Space and Road reserves | <ul style="list-style-type: none"> <li>Tractor grass cutting and removal of clippings as well as any foreign obstacles</li> <li>Removal of weeds and invasive plants</li> </ul>                                                                                                                        | <ul style="list-style-type: none"> <li>Pictures of before and after</li> <li>Job Cards</li> </ul> |
| 7. | Leadtime                                    | <ul style="list-style-type: none"> <li>Clippings must be raked and removed within two working days.</li> <li>Removal must take place within 24 hours of cutting.</li> <li>Recut must be within 3 days after notification by the Project Manager.</li> </ul>                                            | <ul style="list-style-type: none"> <li>Pictures of before and after</li> <li>Job Cards</li> </ul> |
| 8. | Control on Alien and Invasive Species       | <ul style="list-style-type: none"> <li>To check frilling of 5cm wide</li> <li>To check if plants/trees are taken down 10-15cm above the ground and that the cut is level.</li> </ul>                                                                                                                   | <ul style="list-style-type: none"> <li>Pictures of before and after</li> <li>Job Cards</li> </ul> |

|  | KEY PERFORMANCE AREAS | KEY PERFORMANCE INDICATORS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | PORTFOLIO OF EVIDENCE |
|--|-----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|  |                       | <ul style="list-style-type: none"> <li>• To check if alien plants on both sides of the stream have been cleared.</li> <li>• To check all contributory streams have been properly cleared over the whole distance up to the watershed.</li> <li>• To check if clumps of alien vegetation have been cleared especially where streams join each other.</li> <li>• To check if relevant trees are removed from the stream.</li> <li>• To check if trees that fell over naturally have been properly frilled/cut and treated according to specifications.</li> <li>• To check if trees that fell over naturally near banks are removed from the stream.</li> <li>• To check if trees with outcrops, roots above ground and multi stems have been properly frilled/cut and treated.</li> <li>• To check already treated areas and check for plants not treated.</li> <li>• To check if the area is properly demarcated with rope and chevron tape.</li> <li>• To check if regrowth of 1m and smaller is properly cover-sprayed to point of run-off.</li> <li>• To check if ecoblue appears on all treated plants.</li> <li>• To check if regrowth larger than 1m in height is treated as initial clearing.</li> <li>• To check if herbicide is correctly and safely mixed according to specifications (spillage, safety sheet in place).</li> <li>• To check if knapsack sprayer nozzles spray a proper cove for cut stump/frill/foliar spray.</li> <li>• To check if all equipment is properly maintained.</li> <li>• To check that all team members are properly dressed in protective clothing.</li> <li>• To check that the field manager, supervisor, and team leader are on site.</li> <li>• To check that safety regulations are being followed on site (operations, equipment, tools, workers).</li> <li>• To check the order book to see if all shortage (herbicides,</li> </ul> |                       |

|  | KEY PERFORMANCE AREAS | KEY PERFORMANCE INDICATORS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | PORTFOLIO OF EVIDENCE |
|--|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|  |                       | <p>equipment, protective clothing, etc.) has been ordered.</p> <ul style="list-style-type: none"> <li>Is the site neat (lunch litter, generally).</li> <li>To check if brush lines are packed 90° across the slope and openings are left at regular intervals.</li> <li>Was landowner informed about the CARA legislation (booklet).</li> <li>To check if Demarcation is applicable.</li> <li>To check the erosion status (sheet, rill, gully, wind, roads, urban induced, riverbank, etc.)</li> <li>To check for pollution e.g. illegal dumping, waste, spillage etc.</li> <li>Is the fuel and two stroke oil correctly mixed for chainsaws?</li> <li>Are alien vegetation maps being used on site.</li> </ul> |                       |

| NO | KEY PERFORMANCE AREAS               | KEY PERFORMANCE INDICATORS                                                                                                                                                                                                                                                                             | PORTFOLIO OF EVIDENCE               |
|----|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 9. | Litter removal disposal             | <ul style="list-style-type: none"> <li>The Service Provider must remove litter from grassed areas, payments and the outside areas around the boundary fencing.</li> <li>Remove all litter gathering within the scrubs and flowers.</li> <li>Remove all litter gathering within shrubs/trees</li> </ul> | Litter removal disposal             |
| 10 | Maintenance of grassed areas        | <ul style="list-style-type: none"> <li>Remove all leaves from grassed areas.</li> <li>Cut grass to all areas and trim edges to paths and borders.</li> <li>All pathways and drives are to be swept and left free of grass-cutting</li> </ul>                                                           | Maintenance of grassed areas        |
| 11 | Maintenance of flower beds          | <ul style="list-style-type: none"> <li>Weeding, raking clearing of debris, removal of dead plants, replanting of flowerbeds as required and pruning. Remove weeds from shrubs and application of weed killer.</li> </ul>                                                                               | Maintenance of flower beds          |
| 12 | Hedges and tree care                | <ul style="list-style-type: none"> <li>Trim and pruning of all hedges and trees in the gardens. Remove brambles and other invasive plant growth.</li> <li>Cut back any damaged, broken branches hanging</li> <li>Remove from the site any fallen branches or trees</li> </ul>                          | Hedges and tree care                |
| 13 | Maintenance of footpaths, driveways | <ul style="list-style-type: none"> <li>Remove weeds from all communal footpaths, steps, car</li> </ul>                                                                                                                                                                                                 | Maintenance of footpaths, driveways |

|    |                                                    |                                                                                                                                                                                                                                                    |                                                    |
|----|----------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|
|    |                                                    | parking areas and around the boundary wall.                                                                                                                                                                                                        |                                                    |
| 14 | <b>Maintenance of Open Space and Road reserves</b> | <ul style="list-style-type: none"> <li>Tractor grass cutting and removal of clippings as well as any foreign obstacles</li> <li>Removal of weeds and invasive plants</li> </ul>                                                                    | <b>Maintenance of Open Space and Road reserves</b> |
| 15 | <b>Leadtime</b>                                    | a) Clippings must be raked and removed within two working days.<br>b) Removal must take place within 24 hours of cutting. <ul style="list-style-type: none"> <li>Recut must be within 3 days after notification by the Project Manager.</li> </ul> | <b>Leadtime</b>                                    |

### SCORING GUIDELINES

- 1 = Poor (<59%) – Unacceptable Performance, the performance does not meet the standard expected, the contractor has failed to demonstrate the commitment level expected.
- 2 = Average (60-69%) – Performance not fully effective, performance is below the standard required, it meets some expectations.
- 3 = Above Average (70-79%) – Performance fully effective, performance fully meets standards expected as per the scope.
- 4 = Good (80%-89%) – Performance significantly above expectations, performance is significantly higher than the standard expected.
- 5 = Excellent (90%-100) – Outstanding performance, performance far exceeds the standard expected.

### T1.2.3 Annex 1

#### Standard Conditions of Tender

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

#### F.1 General

##### F.1.1 Actions

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

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

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

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

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

##### F.1.2 Tender Documents

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

##### F.1.3 Interpretation

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

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

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

- a) **Conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

- ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **Functionality** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

#### F.1.4 Communication and Employer's Agent

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

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

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

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

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

#### F.1.6 Procurement Procedures

##### F.1.6.1 General

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

##### F.1.6.2 Competitive Negotiation Procedure

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

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

offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

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

#### **F.1.6.3.1 Option 1**

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

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

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

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

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

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

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

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

#### **F.2.2 Cost of Tendering**

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

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

#### **F.2.3 Check Documents**

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

#### **F.2.4 Confidentiality and Copyright of Documents**

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

**F.2.5 Reference Documents**

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

**F.2.6 Acknowledge Addenda**

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

**F.2.7 Clarification Meeting**

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

**F.2.8 Seek Clarification**

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

**F.2.9 Insurance**

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

**F.2.10 Pricing the Tender Offer**

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

**F2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

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

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

**F.2.11 Alterations to Documents**

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

**F.2.12 Alternative Tender Offers**

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

- F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.
- F.2.13 Submitting a Tender Offer**
- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** 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 BBBEE status level and time for completion for the main tender offer only.

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

#### **F.3.5 Two-Envelope System**

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

**F.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the

tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on 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 | Approved Adjustment |
|----------------------------------------|--------------------------------|---------------------|
| 1 (Class of Construction Works)        | 1                              | R 500 000           |
| 2 (Class of Construction Works)        | 2                              | R 1 000 000         |
| 3 (Class of Construction Works)        | 3                              | R 3 000 000         |
| <b>4 (Class of Construction Works)</b> | <b>4</b>                       | <b>R 6 000 000</b>  |
| 5 (Class of Construction Works)        | 5                              | R 10 00 000         |
| 6 (Class of Construction Works)        | 6                              | R20 000 000         |
| 7 (Class of Construction Works)        | 7                              | R60 000 000         |
| 8 (Class of Construction Works)        | 8                              | R200 000 000        |
| 9 (Class of Construction Works)        | 9                              | N/A                 |

*Information regarding the CIDB can be obtained from their website:*

### APPLICATION

- 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, 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;

### **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 specific goals
- 3) Add the points scored for price and specific goals

### **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

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

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

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.

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

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

Where-

Where

$P_s$  = 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.

**F.3.11.6 Decimal places**

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

**F.3.11.7 Scoring Price**

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

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

Where

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

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

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

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

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

#### **F.3.11.8 Scoring preferences**

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

#### **F.3.11.9 Scoring functionality**

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

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

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

Where:

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

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

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

#### **F.3.12 Insurance provided by the employer**

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

#### **F.3.13 Acceptance of tender offer**

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

- 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:

- c) addenda issued during the tender period,
- d) inclusion of some of the returnable documents, and
- e) 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

**T2.1 List of Returnable Documents**

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**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 Declaration of procurement above R10 million (vat included)
- T2.2.8 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 Schedule of Proposed Subcontractors **(will be required once appointment is made)**
- T2.2.15 Rates for Special Materials
- T2.2.16 Certificate of Tenderers Attendance at the Clarification Meeting
- T2.2.17 Tax Clearance Certificate
- T2.2.18 Certificate of Contractors Registration issued by the Construction Industry Development Board
- T2.2.19 (a) Municipal Accounts
- (b) Declaration of Municipal Account
- T2.2.20 Occupational Health and Safety Questionnaire
- T2.2.21 Submit Central Supplier Database (CSD) Registration Report or Summary Report.
- T2.2.22 Bids may be submitted in original form, copy of original and electronically on a USB which is PDF formatted.

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                                                               |           |    |                |    |         |
| T2.2.7  | Declaration for procurement above R10 million (all applicable taxes included)                       |           |    |                |    |         |
| T2.2.8  | Preference Points Claim Form                                                                        |           |    |                |    |         |
| T2.2.9  | Declaration of Bidders Past Supply Chain Management Practices                                       |           |    |                |    |         |
| T2.2.10 | Certificate of Independent Bid Determination                                                        |           |    |                |    |         |
| T2.2.11 | Capacity to Execute Work                                                                            |           |    |                |    |         |
|         | Letter of intent/agreement from hiring company                                                      |           |    |                |    |         |
| T2.2.12 | Key Personnel/Project Team                                                                          |           |    |                |    |         |
|         | CV's and qualifications attached                                                                    |           |    |                |    |         |
| T2.2.13 | Previous Experience                                                                                 |           |    |                |    |         |
|         | Completion certificates/verification letter of successful completion by client attached             |           |    |                |    |         |
| T2.2.14 | Financial Capacity                                                                                  |           |    |                |    |         |
|         | Bank rating certificate attached in separate bound document                                         |           |    |                |    |         |
| T2.2.15 | Schedule of Proposed Sub-Contractors                                                                |           |    |                |    |         |
| T2.2.16 | Rates for Special Materials                                                                         |           |    |                |    |         |
| T2.2.17 | Certificate of Tenderers Attendance at the Clarification Meeting                                    |           |    |                |    |         |
| T2.2.18 | Tax Clearance Certificate                                                                           |           |    |                |    |         |
|         | Original tax clearance certificate attached in separate bound document or Tax compliance Pin number |           |    |                |    |         |
| T2.2.19 | Declaration of Good Standing Regarding Tax Income                                                   |           |    |                |    |         |
| T2.2.20 | Certificate of Contractors Registration issued by the Construction Industry Development Board       |           |    |                |    |         |
|         | CIDB certificate attached                                                                           |           |    |                |    |         |
| T2.2.21 | Municipal Accounts                                                                                  |           |    |                |    |         |
|         | Accounts attached                                                                                   |           |    |                |    |         |
| T2.2.22 | Occupational Health and Safety Questionnaire                                                        |           |    |                |    |         |
|         | Attach:                                                                                             |           |    |                |    |         |
|         | Management structure & organogram                                                                   |           |    |                |    |         |
|         | Human resource plan                                                                                 |           |    |                |    |         |
|         | Letter of good standing                                                                             |           |    |                |    |         |
|         | COVID Insurance                                                                                     |           |    |                |    |         |

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

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

|                                                                                                                                                                                                       |             |                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------------------|
| We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: |             |                         |
|                                                                                                                                                                                                       | <b>Date</b> | <b>Title or Details</b> |
| 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 2021 R. ....

Year 2022 R. ....

Year 2023 R. ....

Anticipated turnover for 2024 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 .....

MOGALE CITY LOCAL MUNICIPALITY  
TENDER NO: IEM (BM) 02/2024  
TENDER: PANEL OF CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN TERMS OF REGULATION 25 OF CIDB, FOR THE MAINTENANCE OF LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.  
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<br><br><br>CIDB registration no<br>..... |         | Signature. . . . .<br><br>Name .....<br><br>Designation..... |
| <br><br><br>CIDB registration no<br>.....             |         | Signature. . . . .<br><br>Name .....<br><br>Designation..... |
| <br><br><br>CIDB registration no<br>.....             |         | Signature. . . . .<br><br>Name .....<br><br>Designation..... |
| <br><br><br>CIDB registration no<br>.....             |         | Signature. . . . .<br><br>Name .....<br><br>Designation..... |

Signed .....

Date .....

Name .....

Position .....

As Witness .....

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

The parties hereto form a Joint Venture for the purpose of jointly bidding and obtaining the award of contract for **“CIVIL WORKS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS”** (hereinafter called the “Project”) and of jointly performing such contract under joint and several responsibility.

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

Full Name and address of Lead enterprise

..... %

.....

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

..... %

.....

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

..... %

.....

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

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

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

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

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

The contract has been awarded to another bidder

or

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

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

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

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

MOGALE CITY LOCAL MUNICIPALITY  
TENDER NO: IEM (BM) 02/2024  
TENDER: PANEL OF CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN TERMS OF REGULATION 25 OF CIDB, FOR THE MAINTENANCE OF LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.  
T2.2 Returnable Schedules

---

Name .....

Designation .....

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

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

Name .....

Designation .....

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

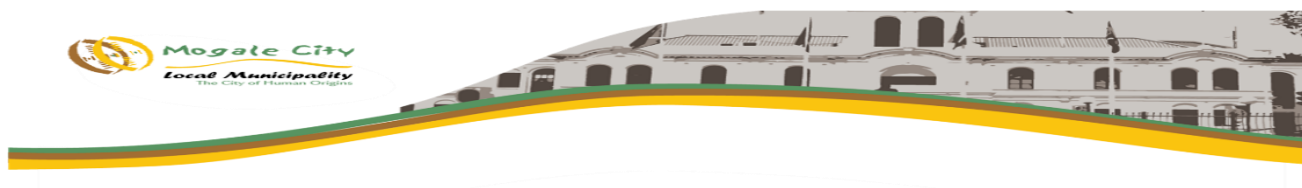
Authorised Signature of 3<sup>rd</sup> Partner.....

Name .....

Designation .....

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

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



#### T2.2.4 MCLM Corporate Social Responsibility

##### Mogale City Corporate Social Responsibility

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

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

Please provide your registered address: .....

.....

.....

.....

Please indicate if you are a Mogale based:

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

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

##### Declaration by Tenderer

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

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

**T2.2.5 Proposed Amendments and Qualifications**

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

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

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

| Page | Clause or item | Proposal |
|------|----------------|----------|
|      |                |          |

Signed .....

Date .....

Name .....

Position .....

Tenderer .....



## MBD 4

### DECLARATION OF INTEREST

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

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

3.2 Identity Number: .....

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

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars. ....

.....

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

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

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the comp

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

**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:

.....

.....

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

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

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

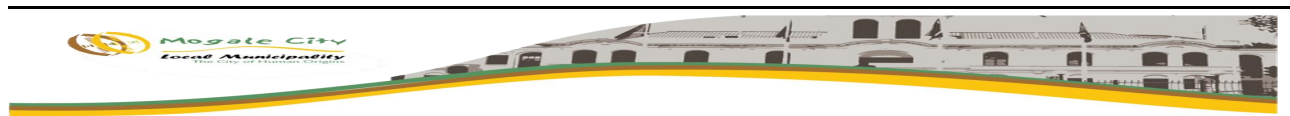
.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

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



MBD 5

## DECLARATION OF PROCUREMENT ABOVE R10 MILLION (VAT INCLUDED)

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

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

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

.....

YES/NO

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any other service provider in respect of which payment is overdue for more than 30 days?

YES/NO

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

2.2 If yes, provide particulars.

.....

.....

.....

3 Has any contract been awarded to you by organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

YES/NO

3.1 if yes, furnish

.....

.....

4 Will any portion of goods or services be sourced from outside the Republic, if so, what portion and whether any portion of

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

payment from the municipality / municipal entity is expected to be transferred out of the Republic?

YES/NO

4.1 If yes, furnish particulars

.....

.....

### CERTIFICATION

I, THE UNDERSIGNED (NAME) .....

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

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



MBD 6.1

## MOGALE CITY LOCAL MUNICIPALITY

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

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4. To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

|                                           | POINTS |
|-------------------------------------------|--------|
| PRICE                                     | 80     |
| SPECIFIC GOALS                            | 20     |
| TOTAL POINTS FOR PRICE AND SPECIFIC GOALS | 100    |

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

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

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

required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** means an association of person for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- (h) **“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 defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of the bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9 (1) of the Broad-Based Economic Empowerment Act and promulgated in the Government 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.

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

**3. ADJUDICATION USING A POINT SYSTEM**

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

**4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES****4.1. POINTS AWARDED FOR PRICE****4.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

**4.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT****4.2.1 POINTS AWARDED FOR PRICE**

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

|                |  |                |  |
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| Municipality 1 |  | Municipality 2 |  |
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## 5. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

| The specific goals allocated points in terms of this quotations                                         | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| Categories of historically disadvantaged persons                                                        | N/A                                                                                  | 5                                                                                    | N/A                                                                          |                                                                              |
| Youth enterprise (enterprise owned by persons younger than 35 years).                                   | N/A                                                                                  | 5                                                                                    | N/A                                                                          |                                                                              |
| Township-based businesses (Enterprises located and operated in Mogale City Local Municipality township) | N/A                                                                                  | 4                                                                                    | N/A                                                                          |                                                                              |
| Disability (Enterprises located and operated by disabled persons).                                      | N/A                                                                                  | 3                                                                                    | N/A                                                                          |                                                                              |

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

**T2.2 Returnable Schedules**

|                                             |     |   |     |  |
|---------------------------------------------|-----|---|-----|--|
| Local based (points for the locality, etc.) | N/A | 3 | N/A |  |
|---------------------------------------------|-----|---|-----|--|

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

6.1. Name of company/firm:.....

6.2. VAT registration number:.....

6.3. Company registration number:.....

**6.4. TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**6.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

**6.6. COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

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

**7. Previous experience**

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

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

**7.1. Staffing Profile**

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

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

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

**11.2     Infrastructure and resources available to execute this contract****11.2.1 Physical facilities**

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

**11.3     Plant and equipment**

| Description: 14<br>Plant and equipment owned (or to be rented) | Number of units |
|----------------------------------------------------------------|-----------------|
|                                                                |                 |
|                                                                |                 |
|                                                                |                 |
|                                                                |                 |
|                                                                |                 |
|                                                                |                 |
|                                                                |                 |

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

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

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

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

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

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

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

12. AUTHORITY FOR SIGNATORY

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

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

An example for a company is shown below:

Printed on company letterhead:

“ By resolution of the board of directors passed on\_\_\_\_\_20\_\_\_\_\_

Mr \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

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

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

2\_\_\_\_\_

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

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 –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and forward the matter for criminal prosecution

|                                                |                                                                      |
|------------------------------------------------|----------------------------------------------------------------------|
| <p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p> | <p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p><br><p>DATE: .....</p> |
|------------------------------------------------|----------------------------------------------------------------------|

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

## T2.2.9



MBD 8

**DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

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

## T2.2 Returnable Schedules

|             |                                                                                                                                                                                                                                        |                                 |                                |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------|
| 4.3         | <b>Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?</b>                                          | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.3.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| <b>Item</b> | <b>Question</b>                                                                                                                                                                                                                        | <b>Yes</b>                      | <b>No</b>                      |
| 4.4         | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.4.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |
| 4.5         | <b>Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</b>                  | Yes<br><input type="checkbox"/> | No<br><input type="checkbox"/> |
| 4.7.1       | If so, furnish particulars:                                                                                                                                                                                                            |                                 |                                |

**Certification:**

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

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

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

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

Tenderer .....

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

T2.2.10



MBD 9

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

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



MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**TENDER NO: IEM (BM) 02/2024: PANEL OF CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN TERMS OF REGULATION 25 OF CIDB, FOR THE MAINTENANCE OF LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS**

(Bid Number and Description)

in response to the invitation for the bid made by:

**MOGALE CITY LOCAL MUNICIPALITY**

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

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

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

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

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

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

**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 \_\_\_\_\_

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

**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 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<br>Yes/No | NQF Certified<br>Yes/No |
|----------------------------------------|-----------------|-------------|----------------|-----------------------------------|----------------------|-------------------------|
|                                        |                 |             | Qualifications | Experience and Present Occupation |                      |                         |
| Horticulturist/<br>Landscape Architect |                 |             |                |                                   |                      |                         |
| Pest Controller                        |                 |             |                |                                   |                      |                         |
| Machine Operators                      |                 |             |                |                                   |                      |                         |
| Drivers                                |                 |             |                |                                   |                      |                         |
| Other (Indicate)                       |                 |             |                |                                   |                      |                         |

Signed .....

Date .....

Name .....

Position .....

Tenderer .....

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

**Horticulturist/ Landscape Architect**

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

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

.....  
Date

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

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

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



**CV Template**

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

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

**Machine Operators (2)**

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

**Certification:**

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

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

.....  
*Date*

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

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

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

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

.....  
Date

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



## T2.2 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<br>(Name and tel no and email) | CONSULTING ENGINEER<br>(name, tel no and email) | NATURE OF WORK CARRIED OUT<br>PREVIOUSLY | VALUE OF<br>WORK | YEAR OF<br>COMPLETION | COMPLETION<br>CERTIFICATE |
|-----------------------------------------|-------------------------------------------------|------------------------------------------|------------------|-----------------------|---------------------------|
| <b>PROJECT 1:</b>                       |                                                 |                                          |                  |                       |                           |
| <b>Name 1:</b>                          | <b>Name 1:</b>                                  | Related Works:                           |                  |                       |                           |
| <b>Tel:</b>                             | <b>Tel:</b>                                     | Description:                             |                  |                       |                           |
| <b>Email:</b>                           | <b>Email:</b>                                   |                                          |                  |                       |                           |
| <b>Name 2:</b>                          | <b>Name 2:</b>                                  |                                          |                  |                       |                           |
| <b>Tel:</b>                             | <b>Tel:</b>                                     |                                          |                  |                       |                           |
| <b>Email:</b>                           | <b>Email:</b>                                   |                                          |                  |                       |                           |

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

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

## T2.2 Returnable Schedules

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

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

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

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

**T2.2.16 Rates for Special Materials**

Tenderer to Specify

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

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

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

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

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

Tenderer \_\_\_\_\_

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

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

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

representative of (Tenderer).....

.....

of (address).....

.....

.....

Telephone number .....

Fax number .....

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

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

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

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

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

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

**T2.2 Returnable Schedules****T2.2.21 Certificate of Contractors Registration Issued by the Construction Industry Development Board**

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

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

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

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

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

Tenderer \_\_\_\_\_

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

**T2.2.22 (a) MUNICIPAL ACCOUNTS**

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

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

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

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

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

Tenderer \_\_\_\_\_

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

T2.2.22 (b)

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

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

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

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

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

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

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

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

## T2.2 Returnable Schedules

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

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

Signed at ..... this ..... day .....20.....

Name of Duly Authorised Signatory (Please print)

.....

Authorised Signature: .....

As witness: 1 .....

2 .....

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

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

|                                                                                                                                                                                                                    | Yes | No |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----|
| ➤ Bidding entity who operates from informal settlement                                                                                                                                                             |     |    |
| NB: if yes, the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services.                                                                                            |     |    |
| • the bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate.                                                                                        |     |    |
| ➤ Bidding entity who operates from a property owned by a director / member / partner                                                                                                                               |     |    |
| 1.                                                                                                                                                                                                                 |     |    |
| 2.                                                                                                                                                                                                                 |     |    |
| ➤ Bidding entity who operates from somebody else's property (non-Rental paying)<br>N.B: If yes, attach confirmation affidavit of the property owner confirming who is responsible for payment of water and lights. |     |    |
| ➤ Bidding entity who rent premises from a landlord<br>N.B: Attach lease agreement which stipulate who is responsible for payment of Municipal services.                                                            |     |    |
| Other (Please specify)                                                                                                                                                                                             |     |    |

Signed at ..... this ..... day ..... 20.....

Name of Duly Authorised Signatory (Please print) .....

Authorised Signature: .....

As witness: 1 .....

2 .....

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

MOGALE CITY LOCAL MUNICIPALITY  
TENDER NO: IEM (BM) 02/2024  
TENDER: PANEL OF CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN TERMS OF REGULATION 25 OF CIDB,  
FOR THE MAINTENANCE OF LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL MUNICIPALITY ON AN AS AND WHEN  
REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS  
T2.2 Returnable Schedules

---

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

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

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

|            |                                                                                                     |            |           |
|------------|-----------------------------------------------------------------------------------------------------|------------|-----------|
| <b>1.</b>  | <b>SHE POLICY, ORGANIZATION AND MANAGEMENT INVOLVEMENT</b>                                          |            |           |
|            |                                                                                                     | <b>YES</b> | <b>NO</b> |
| <b>1.1</b> | Do you have a SHE Policy?                                                                           |            |           |
|            | Is this signed by the senior executive?                                                             |            |           |
|            | Please supply copy of this policy.                                                                  |            |           |
|            |                                                                                                     |            |           |
| <b>1.2</b> | Does a SHE structure exist in your company?                                                         |            |           |
|            | Please provide details                                                                              |            |           |
|            |                                                                                                     |            |           |
| <b>1.3</b> | Are senior and middle management actively involved in the promotions of SHE?                        |            |           |
|            | <ul style="list-style-type: none"> <li>Periodical work area inspection</li> </ul>                   |            |           |
|            | <ul style="list-style-type: none"> <li>Regular Health and Safety meetings with personnel</li> </ul> |            |           |
|            |                                                                                                     |            |           |
| <b>1.4</b> | Are the SHE responsibilities of managers clearly defined?                                           |            |           |
|            | Please provide details                                                                              |            |           |
| <b>1.5</b> | Are annual SHE objectives included in your business plan?                                           |            |           |
|            | Please provide example.                                                                             |            |           |
|            |                                                                                                     |            |           |
| <b>1.6</b> | Is your company registered with the Compensation Commissioner? (COID Act)?                          |            |           |
|            | If so, please provide registration number                                                           |            |           |
|            |                                                                                                     |            |           |
| <b>1.7</b> | Do you have a copy of good standing certificate, confirming that your registration is paid up?      |            |           |
|            | If so, please provide copy thereof.                                                                 |            |           |
|            |                                                                                                     |            |           |
| <b>2.</b>  | <b>SHE TRAINING</b>                                                                                 | <b>YES</b> | <b>NO</b> |
|            |                                                                                                     |            |           |
| <b>2.1</b> | Is training provided to employees at the following Phases?                                          |            |           |
|            | <ul style="list-style-type: none"> <li>When joining the company</li> </ul>                          |            |           |
|            | <ul style="list-style-type: none"> <li>When changing jobs within the company</li> </ul>             |            |           |
|            | <ul style="list-style-type: none"> <li>When new plant or equipment needs to be operated</li> </ul>  |            |           |
|            | As a result of experience of and feedback from an accident/incident reports                         |            |           |
|            | Are you able to provide proof of specialist training provided?                                      |            |           |
|            | Please state how this can be achieved.                                                              |            |           |
|            |                                                                                                     |            |           |
| <b>2.2</b> | What formal SHE training is provided specifically to:                                               |            |           |
|            | <ul style="list-style-type: none"> <li>First line supervisors</li> </ul>                            |            |           |
|            | Middle and top management.                                                                          |            |           |
|            | Please describe.                                                                                    |            |           |
|            |                                                                                                     |            |           |

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

|     |                                                                                                                        |                 |          |            |           |
|-----|------------------------------------------------------------------------------------------------------------------------|-----------------|----------|------------|-----------|
| 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.  | <b>PURCHASE OF GOODS, MATERIALS AND SERVICES</b>                                                                       |                 |          | <b>YES</b> | <b>NO</b> |
|     |                                                                                                                        |                 |          |            |           |
| 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.  | <b>SHE INSPECTIONS</b>                                                                                                 |                 |          | <b>YES</b> | <b>NO</b> |
|     |                                                                                                                        |                 |          |            |           |
| 4.1 | Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee? |                 |          |            |           |

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

## T2.2 Returnable Schedules

|            |                                                                                                                                                       |             |           |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------|
|            |                                                                                                                                                       |             |           |
| <b>4.2</b> | Are records of these inspections kept and available?                                                                                                  |             |           |
|            |                                                                                                                                                       |             |           |
| <b>4.3</b> | During the inspections, are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to? |             |           |
|            |                                                                                                                                                       |             |           |
| <b>4.4</b> | Are unsafe acts and conditions reported and remedial actions formally monitored?                                                                      |             |           |
|            | Please provide examples of the above.                                                                                                                 |             |           |
|            |                                                                                                                                                       |             |           |
| <b>5.</b>  | <b>RULES AND REGULATIONS</b>                                                                                                                          | <b>YES</b>  | <b>NO</b> |
|            |                                                                                                                                                       |             |           |
| <b>5.1</b> | Do health and safety rules and regulations exist for personnel and sub-contractors?                                                                   |             |           |
|            | Do these cover:                                                                                                                                       |             |           |
|            | • General rules                                                                                                                                       |             |           |
|            | • Project rules                                                                                                                                       |             |           |
|            | • Specific task rules                                                                                                                                 |             |           |
|            |                                                                                                                                                       |             |           |
| <b>5.2</b> | Do these rules include permit to work system (as applicable)                                                                                          |             |           |
|            |                                                                                                                                                       |             |           |
| <b>5.3</b> | <b>Do you have experience of project SHE plans?</b>                                                                                                   |             |           |
|            | Please give examples of where these have been used.                                                                                                   |             |           |
|            |                                                                                                                                                       |             |           |
| <b>5.4</b> | Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?                                           |             |           |
|            |                                                                                                                                                       |             |           |
| <b>6</b>   | <b>RISK MANAGEMENT</b>                                                                                                                                | <b>YES</b>  | <b>NO</b> |
|            |                                                                                                                                                       |             |           |
| <b>6.1</b> | 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?                                                                                                |             |           |
|            |                                                                                                                                                       |             |           |
| <b>6.2</b> | Are these findings and assessments recorded?                                                                                                          |             |           |
|            |                                                                                                                                                       |             |           |
| <b>6.3</b> | How often are they reviewed?                                                                                                                          |             |           |
|            | Please list the time frame, eg. Years                                                                                                                 |             |           |
|            |                                                                                                                                                       |             |           |
| <b>6.4</b> | For what processes/risk is personal protective equipment issued?                                                                                      |             |           |
|            | Process/Risk                                                                                                                                          | Type of PPE |           |

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

## T2.2 Returnable Schedules

|            |                                                                                             |  |            |           |
|------------|---------------------------------------------------------------------------------------------|--|------------|-----------|
|            |                                                                                             |  |            |           |
| <b>6.5</b> | Do you have a copy of the issue lists for PPE available on request?                         |  |            |           |
|            |                                                                                             |  |            |           |
| <b>7</b>   | <b>EMERGENCY ARRANGEMENTS</b>                                                               |  | <b>YES</b> | <b>NO</b> |
|            |                                                                                             |  |            |           |
| <b>7.1</b> | How do you manage your arrangements for dealing with emergencies?                           |  |            |           |
|            | Are these communicated to your sub-contractors?                                             |  |            |           |
|            |                                                                                             |  |            |           |
| <b>7.2</b> | What provision have you made for first aid?<br>E.g. Trained First Aiders                    |  |            |           |
|            |                                                                                             |  |            |           |
| <b>7.3</b> | What training do you provide to employees in Safety/Fire Fighting?                          |  |            |           |
|            | Please list institutions used for this training.                                            |  |            |           |
|            |                                                                                             |  |            |           |
| <b>8</b>   | <b>RECRUITMENT OF PERSONNEL</b>                                                             |  | <b>YES</b> | <b>NO</b> |
|            |                                                                                             |  |            |           |
| <b>8.1</b> | Are health and safety factors considered when hiring personnel?                             |  |            |           |
| <b>8.2</b> | Are medical examinations carried prior to employment?                                       |  |            |           |
|            | In all cases.                                                                               |  |            |           |
|            | Where type of work requires medical examination.                                            |  |            |           |
|            |                                                                                             |  |            |           |
| <b>8.3</b> | Do you cover exit medical examination?                                                      |  |            |           |
|            |                                                                                             |  |            |           |
| <b>8.4</b> | How do you assess the competence of staff before an appointment is made?                    |  |            |           |
|            | Eg. Via trade testing, reference checks.                                                    |  |            |           |
|            |                                                                                             |  |            |           |
| <b>9.</b>  | <b>REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS</b>         |  | <b>YES</b> | <b>NO</b> |
|            |                                                                                             |  |            |           |
| <b>9.1</b> | Do you have a procedure for reporting, investigating and recording accidents and incidents? |  |            |           |
|            | Please supply a copy.                                                                       |  |            |           |
|            |                                                                                             |  |            |           |
| <b>9.2</b> | Is there a standard report/investigation form used?                                         |  |            |           |
|            | Please supply copy.                                                                         |  |            |           |
|            |                                                                                             |  |            |           |
| <b>9.3</b> | Do you have a formal system for reporting situations/close accidents etc.?                  |  |            |           |
|            | Please provide a copy                                                                       |  |            |           |
|            |                                                                                             |  |            |           |
| <b>9.4</b> | Please provide the following statistics for the last five years                             |  |            |           |
|            |                                                                                             |  |            |           |

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

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

The following documentation should also be provided with the tender:

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

### **Declaration**

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

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

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

Tenderer .....

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

## MOGALE CITY LOCAL MUNICIPALITY



### THE CONTRACT:

### PART C1: AGREEMENTS AND CONTRACT DATA

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

**PART C1: AGREEMENTS AND CONTRACT DATA**

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

**C1.1.1 Form of Offer**

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

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

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

Tender No : **IEM (BM) 02/2024**

Description of Works : CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN  
TERMS OF REGULATION 25 OF CIDB, FOR THE MAINTENANCE OF  
LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL  
MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A  
PERIOD OF THREE (3) YEARS

The Tenderer, identified in the Offer signature block, has examined the General and the Special Conditions of Contract, Specifications, and Schedule of Quantities for the works: **PANEL OF CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN TERMS OF REGULATION 25 OF CIDB, FOR THE MAINTENANCE OF LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL MUNICIPALITY 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, and Schedule of Quantities, save as amended by Alterations by Tenderer (if any) attached hereto, for the sum of:

| DESCRIPTION                                                                                                                                                                                                                                                      | TENDERED AMOUNT<br>(RATES) | VAT @ 15% | AMOUNT (INCL. VAT) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------|--------------------|
| CONTRACTORS WITH CIDB<br>GRADING OF 4 SH OR HIGHER<br>IN TERMS OF REGULATION 25<br>OF CIDB, FOR THE<br>MAINTENANCE OF LANDSCAPE<br>AND OPEN SPACE IN MOGALE<br>CITY LOCAL MUNICIPALITY ON<br>AN AS AND WHEN REQUIRED<br>BASIS FOR A PERIOD OF<br>THREE (3) YEARS |                            |           |                    |

In words R.....

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

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

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

Our proposed construction period as from site handover:

| Description                                                                                                                                                                                                                                            | Project Period<br>(36 months) |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>PANEL OF CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN TERMS OF REGULATION 25 OF CIDB, FOR THE MAINTENANCE OF LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.</b> |                               |

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

**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 2022
  - Declaration of interest
  - Contract Data
  - Special Conditions of Contract;
  - Pricing schedule(s)
  - Scope of Works
  - Site Information
- ii) General Conditions of Contract; (GCC 2015) and
- iii) Drawings
- iv) Annexures
- v) Addendums
- vi) Other .....

2. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representative (s) of both parties.

3. I/We confirm that we have satisfied ourselves as to the correctness and validity of my tender; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I/We accept that any mistakes regarding price(s) and rate(s) and calculations will be at my/our own risk.

In the event of there being any errors of extension or addition in the priced Schedule of Quantities, I/We/we agree to their being corrected by you or by the Engineer acting on your behalf, the rates being taken as correct and the tender amount be adjusted accordingly.

4. I/We confirm that Escalation will be applicable on Special Materials on this contract and will be calculated as per Contract Data & General Conditions of Contract 2015 (GCC 2015)

5. I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract. I/We

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

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

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.

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

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

\*1 – Letter of Intent to be provided

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

Name (Print) .....

Capacity .....

Signature .....

Name of Company .....

Date .....

|                                                                          |
|--------------------------------------------------------------------------|
| <p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p> <p>Date: .....</p> |
|--------------------------------------------------------------------------|

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

**C1.1 Form of Offer and Acceptance****C1.1.2 Annex 1**

|                                                                          | <b>Clause in<br/>GCC 2015</b> |                                                                                                                                                            |
|--------------------------------------------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Special Conditions                                                       | 1.1                           | See Special Conditions of Contract of this document                                                                                                        |
| Address of Employer                                                      | 1.1.1.15                      | Mogale City Local Municipality,<br>Department Integrated Environmental<br>Management<br>P O Box 94<br>KRUGERSDORP<br>1740                                  |
| Address of Engineer/Appointed<br>Consultant                              | 1.11.16                       | <b>N/A</b>                                                                                                                                                 |
| Address of Contractor                                                    | 1.1.19                        | *<br>.....<br>.....<br>.....<br>.....                                                                                                                      |
| Amount of Suretyship/ Construction<br>Guarantee                          | 8.6                           | Not required                                                                                                                                               |
| Time within Construction Guarantee<br>to be provided                     | 5.3.2                         | Not required                                                                                                                                               |
| Duration of Guarantee                                                    | 8.2.1                         | Not required (Works to approved in accordance<br>with specification)                                                                                       |
| Time within which Works to be<br>Commenced                               | 5.3                           | Within 14 days of Commencement Date – Works<br>order date as and when required.                                                                            |
| Programme to be furnished within                                         | 5.6                           | 7 days                                                                                                                                                     |
| Special Risks Insurance& SASRIA                                          | 8.6.1.2                       | Special Risk Insurance – SASRIA (coupon to be<br>provided)                                                                                                 |
| Amount of Special Risks Insurance                                        | 8.6.1.2                       |                                                                                                                                                            |
| Minimum Amount of Liability<br>Insurance                                 | 8.6.1.3                       | * ..... per cent on the gross remuneration of<br>the workmen and foreman actually engaged.<br>* ..... per cent on nett cost of materials<br>actually used. |
| Daywork allowances                                                       | 6.5.1.2.3                     | This to be limited to 15% of a works order.                                                                                                                |
| Special non-working days                                                 | 5.8.1                         | The period 16 December to 5 January inclusive,<br>plus Good Friday, Human Rights Day, Freedom<br>Day, Workers Day and Youth Day                            |
| Estimated Construction Period                                            | 5.1                           |                                                                                                                                                            |
| Amount of penalty                                                        | 5.13                          | R 1 500-00 per calendar day to a max of 10% of<br>the certified value of work.                                                                             |
| Percentage advance on material not<br>yet built into the Permanent Works | 6.10.1.5                      | 80 percent                                                                                                                                                 |
| Percentage retention                                                     | 6.10.3                        | 0% percent                                                                                                                                                 |
| Limit of retention money                                                 | 6.10.3                        | 0% percent of tender amount (excl VAT &<br>contingencies & escalation if applicable) to be<br>deducted from each payment certificate                       |
| Retention Money Guarantee                                                | 8.6.1.5                       | Not permitted                                                                                                                                              |

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

|                                                                                           | Clause in<br>GCC 2015 |                                                              |
|-------------------------------------------------------------------------------------------|-----------------------|--------------------------------------------------------------|
| Delivery of Contractor's final Statement                                                  | 6.10.8                | 7 days                                                       |
| Defects Liability Period                                                                  | 7.8                   | 12 (twelve) months                                           |
| Settlement of disputes to be by reference                                                 | 10.7                  | Arbitration - Refer to clause Special Conditions of Contract |
| Contract Price Adjustment Schedule (only applicable to contracts of 12 months and longer) | 6.8.2                 | CPIX after 12mnths from date of tender advertisement.        |
| Price variation of Special Materials                                                      | 6.8.3                 | None                                                         |

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

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

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

**C1.1 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:

Department

Name

Signature

Executive Manager:

Integrated Environmental Management.....

Accept your tender under reference number: **IEM (BM) 02/2024: TENDER: PANEL OF CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN TERMS OF REGULATION 25 OF CIDB, FOR THE MAINTENANCE OF LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL MUNICIPALITY 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)<br>(Arithmetically Correct Tender Amount) | Project Period<br>36 Months |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|-----------------------------|
| <b>TENDER: PANEL OF CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN TERMS OF REGULATION 25 OF CIDB, FOR THE MAINTENANCE OF LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS.</b> |                                                                      |                             |

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

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

NAME (PRINT) .....

SIGNATURE .....

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

WITNESSES

1. ....

2. ....

DATE .....

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

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

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

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

**C1.1.3 Schedule of Deviations**

**Notes:**

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

1 Subject .....

Details .....

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2 Subject .....

Details .....

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3 Subject .....

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4 Subject .....

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5 Subject .....

Details .....

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

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

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

**For the Tenderer:**

**Signature(s)**

**Name(s)** .....

**Capacity** .....

.....

**Name and Signature of Witness** (name and address of organisation) .....

**Date:**.....

**For the Employer:**

**Signature(s)**

**Name(s)** .....

**Capacity** .....

.....

**Name and Signature of Witness** (name and address of organisation) .....

**Date:**.....

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

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

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

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

| REFERENCE TO:   | CLAUSE   | DATA                                                                                                                                                                                                                                                                                                                                    |
|-----------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor      | 1.1.1.9  | Name:                                                                                                                                                                                                                                                                                                                                   |
|                 |          | Address:                                                                                                                                                                                                                                                                                                                                |
|                 |          |                                                                                                                                                                                                                                                                                                                                         |
|                 |          |                                                                                                                                                                                                                                                                                                                                         |
|                 |          | Contact:                                                                                                                                                                                                                                                                                                                                |
|                 |          |                                                                                                                                                                                                                                                                                                                                         |
| Contract Sum    | 1.1.1.10 | Contract Sum" means the Price tendered by the Contractor and accepted by Mogale City Local Municipality                                                                                                                                                                                                                                 |
| Employer        | 1.1.15   | The name of the Employer is <b>Mogale City Local Municipality</b>                                                                                                                                                                                                                                                                       |
|                 | 1.2.1    | <p>The address of the Employer is:</p> <p>Address (physical): <b>Corner Commissioner and Market Street<br/>Krugersdorp</b></p> <p>Address (postal): <b>P.O. Box 94<br/>Krugersdorp<br/>1740</b></p> <p>Telephone: <b>(011) 951 2014/2177/2432</b></p> <p>Facsimile: <b>N/A</b></p> <p>e-mail: <b>scmenquiries@mogalecity.gov.za</b></p> |
| Project Manager | 1.1.16   | The name of the Department is <b>Integrated Environmental Services.</b>                                                                                                                                                                                                                                                                 |
|                 | 1.2.1    | <p>Address (physical): <b>DIEM Building<br/>Cnr Coronation &amp; Paardekraal Road<br/>Krugersdorp</b></p> <p>Address (postal): <b>P.O. Box 94<br/>Krugersdorp<br/>1740</b></p> <p>Telephone: <b>(011) 951 2147 / 082-334-3542</b></p> <p>Facsimile: <b>N/A</b></p> <p>e-mail: <b>scmenquiries@mogalecity.gov.za</b></p>                 |

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

## C1.2 Contract Data

| REFERENCE TO:                    | CLAUSE | DATA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Functions of the Engineer        | 3.1    | <p>If the Engineers is not the <b>Mogale City Local Municipality</b>, he is in terms of his appointment by the Employer, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <ul style="list-style-type: none"> <li>i) The issuing of an order to suspend the progress of the Works, the extra cost resulting from which order is to be borne by the Employer in terms of Clause 5.10, or the effect of which is liable to give rise to a claim by the Contractor for an extension of time under Clause 10</li> <li>ii) The issuing of an order to vary the Works in terms of Clause 6.3, the estimated effect of which will be to increase the Contract Price by an amount exceeding R50 000, the valuation of a variation order in terms of Clause 37 and the adjustment of the Preliminary and General allowances in terms of Clause 6.4</li> <li>iii) The approval of any claim by the Contractor.</li> </ul> |
| Contractor's General Obligations | 4      | <p>Add to the clause:</p> <p>"All costs in complying with the provisions of complying with Clauses 4.8; 4.9; 4.10 and 4.11 shall be allowed for in the rates tendered"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Workmen's Compensation           | 4.3    | The Contractor shall also provide proof, that he has paid al contributions required in terms of the provisions of the Act.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Subcontracting                   | 4.4    | <p>Add the following:</p> <p>The Employer may, in order to avoid seizure by the owner, material supplier, subcontractor, at the Employer's option, pay to such owner, material supplier, subcontractor, the amount of any overdue instalment, or any other sum payable under the agreement for purchase or services, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.</p> <p>The Retention money due to the Contractor will not be payable to the Contractor until all works are completed as per GCC 2015 and will only be paid to the Contractor once all cession, suppliers and subcontractors and any other payments due has been paid in full</p>                                          |
| Patent Rights                    | 4.6    | <p>The following Sub-clause is added to Clause 4.6:</p> <p>"The copyright in all documents, drawings and records related to the purpose and scope of the Works or related in any other manner to the Works, shall vest in the Employer and the Contractor shall not furnish any information in connection with the Works to anybody without the approval of the Employer."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

| REFERENCE TO:                | CLAUSE | DATA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------------------------------|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Contractor's Superintendence | 4.12   | <p>Add the following new clause:</p> <p>The Contractor or his representative shall attend all site meetings with the Employer and / or Engineer on the dates as nominated by the Engineer. The purpose of the meetings shall be to evaluate the progress of work and to discuss the matters relevant to the contract as required by the parties concerned. Unless specifically invited by the Engineer, the Sub-contractors of the Contractor may not attend these site meetings.</p> <p>Add the following additional Clause 22.2</p> <p>"The Tenderer is to fill in the names of the site agent and foreman in the space provided in Schedule E1."</p> |

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

**C1.2 Contract Data**

|                              |     |                                                                                                          |
|------------------------------|-----|----------------------------------------------------------------------------------------------------------|
| Commencement of the contract | 5.2 | "Commencement Date" means the date of receipt by the Contractor of the following:<br>1. Handover of Site |
|------------------------------|-----|----------------------------------------------------------------------------------------------------------|

| REFERENCE TO:            | CLAUSE | DATA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Commencement of Works    | 5.3    | <p>Within 14 days of Commencement Date</p> <p>On the commencement of Work (Site Handover) the Engineer shall deliver to the contractor 3 copies of the drawings. One copy of the signed contract document will be prepared after signing of the contract and delivered to the contractor to be kept on site at all times and be available to the Engineer or any person authorized by him.</p> <p>Additional copies of Drawings and Contract document will be for the cost of the Contractor.</p> <p>The Contractor shall, in accordance with the Engineer's instructions, maintain a register on the site of all Drawings and revisions thereof in the chronological order in which they are delivered to him.</p> <p>Add to the Clause</p> <p>Commencement of Work will only take place once the following documentation were submitted to the office of the Consulting Engineer:</p> <p>Letter of Acceptance<br/>Construction/Performance Guarantee<br/>Health &amp; Safety File<br/>Letter of Appointment of OHS Rep or Officer<br/>Letter of Good Standing Workman's Compensation<br/>Prove of submission of Registration of Project at Department of Labour</p> <p>If active construction has not started within 14 days of site handover the Client, Mogale City Local Municipality reserves the right in terms of Clause 9.2.1.3.2 to terminate the contract and MCLM shall not be held liable for any loss or damages resulting from such a termination</p> |
| Access to the Site       | 5.4    | <p>Site Handover Certificate to be given at Time of Site Handover.</p> <p>Add the following:</p> <p>The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Engineer, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners or tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise.</p> <p>Add to the clause:</p> <p>The Engineer shall establish the basic reference pegs and benchmarks on the Site and give to the Contractor the particulars thereof in sufficient time to enable the Contractor to meet his approved programme.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Programme                | 5.6    | Within 7 days from date of Site Handover.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Special non-working days | 5.8.1  | The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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

## C1.2 Contract Data

| REFERENCE TO:                    | CLAUSE | DATA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Extension of time for completion | 5.12   | <p>In general, extension of time for the completion of Works will, in terms of the General conditions of Contract, be granted only for additional work and for circumstances which could not have been foreseen, and are beyond the control of the Contractor.</p> <p>No extension of time for completion will be granted on account of normal inclement weather, but extension of time shall be determined for abnormal rainfall or wet conditions in accordance with the formula given below, separately for each calendar month or part thereof. It shall be calculated for the full period for the completion of the Contract including any extension thereof by the formula:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>The symbols shall have the following meanings:</p> <p>V = Extension of time in calendar days in respect of the calendar month under consideration<br/> Nw = Actual number of days during the calendar month on which a rainfall of Ymm or more has been recorded.<br/> Nn = Average number of days, as derived from existing rainfall records provided in the table below on which a rainfall of Ymm or more has been recorded for the calendar month<br/> Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the table below.<br/> Rw = Actual rainfall in mm for the calendar month under consideration.<br/> X = 10<br/> Y = 10</p> <p>If V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The total extension of time shall be the algebraic sum of the monthly totals for the period of construction, but if the grand total is negative the time for completion shall not be reduced due to abnormal low rainfall. Extensions of time for part of a month shall be calculated using pro rata values of Nn and Rn.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall exceeds Ymm.</p> <p>The factor <math>\frac{Rw - Rn}{X}</math> shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall had not exceeded Ymm, but wet conditions had prevented or had disrupted work. The formula does not take into account flood damage which could cause further or concurrent delays, and which should be treated separately as far as extension of time is concerned.</p> <p>Accurate rain gauging shall be taken at a suitable point on Site. This information shall be regarded as the actual rainfall for this contract. The readings will be done by the Engineer and the Contractor may attend these readings and shall at his own expense take all necessary precautions to ensure that the rain gauge cannot be interfered with by unauthorized persons.</p> |

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

## C1.2 Contract Data

| REFERENCE TO:                                                  | CLAUSE               | DATA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------------------------------------------------|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Penalty for Delay                                              | 5.13                 | To a maximum of <b>R1500-00</b> per calendar day to a max of 10% of the certified value of work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Completion                                                     | 5.14                 | In accordance with approved construction program of each order.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Completion, Approval Certificates and Defects Liability Period | 5.14                 | Add the following to this Clause:<br>“... and a land surveyor's certificate has been submitted certifying the presence and correctness of all erf and boundary pegs, where applicable.”<br>Add the following:<br>However, a Certificate of Completion will not be issued before the contractor hands over a consolidated Health and Safety file that shall include all the specified information.                                                                                                                                                                                                                                                                                                                                                 |
| Defects liability period                                       | 5.14.5.2<br>6.10.5.1 | Add to Sub-Clause 5.14.5.2<br>“In the event of the Contractor not completing all the outstanding work within the period specified by the Project Manager and/or Engineer in terms of Clause 7.8, the Project Manager and/or Engineer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Project Manager and/or Engineer. The full retention applicable to the Period of Maintenance shall apply to such extension.”                                                                                                                                                                                                             |
| Security                                                       | 6.2                  | Not required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Performance Guarantee Sum                                      | 6.2                  | Not required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Amendments to Schedule of Quantities and Scope Reduction       | 6.3                  | The extent of the Works that will be included under this contract will be determined by the availability of funds. Should the tender amounts exceed the available funds, the amounts will be adjusted and the extent of the works decreased. It is therefore emphasized that the tendered unit rates must be realistic and will not be affected should the quantities be adjusted. The rates under “Preliminary and General” will be adjusted proportionally with respect to tender and contract amounts. The tendered unit rates will remain applicable.<br><br>The right to adjust the extent of the contract is, therefore, reserved by the Employer, but approval will be sought from the successful Tenderer before the contract is awarded. |
| Value of Variations                                            | 6.4                  | The cost of any Variations ordered in writing by the Engineer and the applicable rates must be accepted by the Engineer in writing prior to execution, in order to be accepted. Special reference will be given to the tendered rates and the wide interpretation of the term “similar conditions” in determining rates.                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Daywork percentages                                            | 6.5.1.1              | As tendered in Schedule of Quantities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Schedule of Quantities – Estimated quantities                  | 6.7                  | Tenderer to note that all quantities supplied in Schedule of Quantities are estimated quantities and all items will be re-measured on site.<br><br>Add to the clause:<br><b>“An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training.”</b>                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Special Materials                                              | 6.8.3                | None                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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

## C1.2 Contract Data

| REFERENCE TO:                                                                       | CLAUSE   | DATA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------------------|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vesting of Materials                                                                | 6.9      | Add to Sub-Clause 6.9.1.2<br>"The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Project Manager and/or Engineer Engineer of any materials which are not his sole property."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Valuation of material brought onto site                                             | 6.9      | Add to Clause 6.10.1.5<br>"Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership.<br><br>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<br>(Only applicable to contracts of 12 months and longer) | 6.8.2    | Contract Price Adjustment will be after every 12 months. Base month will be the month of advertisement from where the 12 months periods will be measured from. Rates will be adjusted in accordance with CPIX.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Materials on Site                                                                   | 6.10.1.5 | 80% (Delivery Notes and Tax Invoices to be provided)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Claims Procedure                                                                    | 6.10.4   | A strict interpretation is given to the time limits and procedures given in these clauses and any claim, which does not strictly comply with these requirements, will not be considered.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Retention Money                                                                     | 6.10.3   | No interest will be paid on retention money                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Retention Guarantee                                                                 | 6.10.3   | A Retention Guarantee is not acceptable<br><br>Add to the clause:<br>0% Retention will be deducted from each payment certificate. Retention will be reduced to 0% once Practical Completion Certificate is issued for the work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Quality of Construction Equipment                                                   | 7.1      | Add to Sub-Clause 7.1.1<br>a) Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, lessors or owners thereof, shall be supplied to the Engineer by the Contractor.<br>b) The Employer may, in order to avoid seizure by the hirer, owner or lessor, at the Employer's option, pay to such hirer, owner or lessor the amount of any overdue instalment, or any other sum payable under the agreement for hire, lease or hire purchase, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law.<br>c) Possession of all Constructional Plant and Temporary Works provided by sub-contractors shall be deemed to vest in the Employer immediately the same is brought onto site, and shall mutatis mutandis be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contractors. |

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

**C1.2 Contract Data**

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

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

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

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

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

**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 Engineering, in order to understand the implications of this Data which is required to be completed. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tel 011-805 5947).

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

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

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

**PART C1: AGREEMENTS AND CONTRACT DATA**

**C1.3 Forms of Securities**

Forms for completion by the contractor

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

- C1.3.1 Form of Guarantee
- C1.3.2 Written Agreement on Occupational Health and Safety
- C1.3.3 Written Agreement on Environmental Management
- C1.3.4 Bond for Material on Site
- C1.3.5 Ownership of Materials

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

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

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

**C1.3.1 Form of Guarantee**

**Pro-Forma Performance Guarantee**

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

**Guarantee Details and Definitions**

“Guarantor” means: .....

Physical address: .....

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

“Contractor” means: .....

“Works” means: .....

“Site” means: .....

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

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

Amount in words: .....

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

Amount in words: .....

“Expiry Date” means: .....

**Contract Details**

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

**Performance Guarantee**

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the Date of issue by the Engineer of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.
3. The Guarantor hereby acknowledges that:
  - 3.1. any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a Surety ship;
  - 3.2. its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor’s maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

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

**C1.3 Forms of Securities**

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

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

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

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

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

Signed at: ..... Date: .....

Guarantor's Signatory (1): .....

Capacity: .....

Guarantor's Signatory (2): .....

**Capacity:** .....

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

**C1.3 Forms of Securities****C1.3.2 Written Agreement on Occupational Health and Safety**

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

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

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

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

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

- f) Work should not be done at the expense of human safety or health.
- g) Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
- h) The PC shall appoint a fulltime H&S Manager should he have more than 50 employees on site. A fulltime Safety Representative shall be present on site for 50 employees or less

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

.....  
**Date**

**Witnesses**      1. ....

2. ....

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

.....  
**Date**

**Witnesses**      1. ....

2. ....

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

**OCCUPATIONAL HEALTH AND SAFETY ACT, 1993**

Regulation 3 of the Construction Regulations, 2003

**NOTIFICATION OF CONSTRUCTION WORK**

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

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

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

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

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

Whereas ..... (the Contractor)

\*Company Registration No: .....

Address: .....

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

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

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

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

**Witnesses**      1. .... 2. ....

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

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

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

**Employer:** .....

**Contractor:** .....

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

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

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

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

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

.....  
**Capacity**

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

.....  
.....

**As Witnesses:**

1. ....

2. ....

\*Delete whichever is inapplicable

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

**C1.3.5 Ownership of Materials**

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

**Employer:** .....

**Contractor:** .....

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

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

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

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

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

.....  
**Capacity**

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

.....

.....

**As Witnesses:**

1. ....

2. ....

.....  
**Signature**

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

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

## MOGALE CITY LOCAL MUNICIPALITY



### THE CONTRACT:

### PART C2: PRICING DATA

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

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

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

Name of tenderer.....

Tender number: \_\_\_\_\_

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

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 the “PANEL OF CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN TERMS OF REGULATION 25 OF CIDB, FOR THE MAINTENANCE OF LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS”**

Required by: **Mogale City Local Municipality**

At: **Krugersdorp**

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

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

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

[Scmenquiries@mogalecity.gov.za](mailto:Scmenquiries@mogalecity.gov.za)

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

**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.

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

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

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

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

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

**C2.1 Pricing Instructions****Please only complete rates and totals for those items that have entries in the quantity column – this include “rate only” items**

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

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

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

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

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

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

## 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 <sup>2</sup> | = | square meter | No       | = | number          |
| ha             | = | hectare      | %        | = | per cent        |
| m <sup>3</sup> | = | cubic meter  | P C sum  | = | prime cost sum  |
| l              | = | litre        | prov sum | = | provisional sum |
| mm             | = | millimetre   | kl       | = | kiloliter       |

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

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

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

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

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

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

**PART C2: PRICING DATA**

**C2.2 Bill of Quantities**

**C2.2.1 Bill of Quantities Contents**

- 1. Standard Grass Cutting
- 2. Overgrown Grass Cutting
- 3. Shrubbery
- 4. Tree Pruning
- 5. Tree Removal
- 6. Eradication & Control of Invasive Plant Species
- 7. Landscaping
- 8. Fertilization
- 9. Herbicides

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

**THE QUANTITIES ARE ESTIMATES AND WILL ONLY BE USED FOR EVALUATION PURPOSES – ACTUAL QUANTITIES WILL BE AS AND WHEN REQUIRED.**

| ITEM | CATEGORY                                        | UNIT OF MEASURE                                                                                          | QUANTITY             | UNIT PRICE (EXC VAT) | UNIT PRICE (INC VAT) |
|------|-------------------------------------------------|----------------------------------------------------------------------------------------------------------|----------------------|----------------------|----------------------|
| 1    | Standard Grass Cutting                          | m <sup>2</sup>                                                                                           | Per m <sup>2</sup>   | R                    | R                    |
| 2    | Overgrown Grass Cutting                         | m <sup>2</sup>                                                                                           | Per m <sup>2</sup>   | R                    | R                    |
| 3    | Shrubbery                                       | m <sup>2</sup>                                                                                           | Per m <sup>2</sup>   | R                    | R                    |
| 4    | Tree pruning                                    | Per tree                                                                                                 | Per tree             | R                    | R                    |
| 5    | Tree removal                                    | Stem diameter: 1-20cm                                                                                    | Per tree             | R                    | R                    |
|      |                                                 | Stem diameter: 21-30cm                                                                                   | Per tree             | R                    | R                    |
|      |                                                 | Stem diameter: 31-50cm                                                                                   | Per tree             | R                    | R                    |
|      |                                                 | Stem diameter: above 50cm                                                                                | Per tree             | R                    | R                    |
| 6    | Eradication & Control of Invasive Plant Species | Mature trees; Densely Populated; Mixed species (Ha)                                                      | Per Polygon (1 x Ha) | R                    | R                    |
|      |                                                 | Mature trees; Sparsely Populated; Mixed species (ha)                                                     | Per Polygon (1 x Ha) | R                    | R                    |
|      |                                                 | Immature trees; Densely Populated; Mixed species (Ha)                                                    | Per Polygon (1 x Ha) | R                    | R                    |
|      |                                                 | Immature trees; Sparsely Populated; Mixed species (ha)                                                   | Per Polygon (1 x Ha) | R                    | R                    |
| 7    | Landscaping                                     | m <sup>2</sup>                                                                                           | Per m <sup>2</sup>   | R                    | R                    |
| 8    | Fertilization                                   | m <sup>2</sup>                                                                                           | Per m <sup>2</sup>   | R                    | R                    |
| 9    | Herbicides                                      | Grass & shrubs below 1 m in height - -no-systemic (e.g. glyphosate; spray application) (m <sup>2</sup> ) | Per m <sup>2</sup>   | R                    | R                    |
|      |                                                 | All vegetation growth – systemic (e.g. sterilants;                                                       | Per m <sup>2</sup>   | R                    | R                    |

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

MOGALE CITY LOCAL MUNICIPALITY  
TENDER NO: IEM (BM) 02/2024  
TENDER: PANEL OF CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN TERMS OF REGULATION 25 OF CIDB,  
FOR THE MAINTENANCE OF LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL MUNICIPALITY ON AN AS AND WHEN  
REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS  
C2.3 Scope of Work

|  |  |                                                       |                      |   |   |
|--|--|-------------------------------------------------------|----------------------|---|---|
|  |  | spray application) Cut stump treatment (m²)           |                      |   |   |
|  |  | Cut stump treatment (paint or spray application) (Ha) | Per Polygon (1 x Ha) | R | R |

Contactor Signature: \_\_\_\_\_

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

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

**SUMMARY PAGE**

| ITEM | CATEGORY                                                  | UNIT OF MEASURE                                                                                             | TENDERED AMOUNT |
|------|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-----------------|
| 1.   | Standard Grass Cutting                                    | Standard Grass Cutting                                                                                      |                 |
| 2.   | Overgrown Grass Cutting                                   | Overgrown Grass Cutting                                                                                     |                 |
| 3.   | Shrubbery                                                 | Shrubbery                                                                                                   |                 |
| 4.   | Tree pruning                                              | Tree pruning                                                                                                |                 |
| 5.   | Tree removal                                              | Stem diameter: 1-20cm                                                                                       |                 |
|      |                                                           | Stem diameter: 21-30cm                                                                                      |                 |
|      |                                                           | Stem diameter: 31-50cm                                                                                      |                 |
|      |                                                           | Stem diameter: above 50cm                                                                                   |                 |
| 6.   | Eradication & Control of Invasive Plant Species           | Mature trees; Densely Populated; Mixed species (Ha)                                                         |                 |
|      |                                                           | Mature trees; Sparsely Populated; Mixed species (ha)                                                        |                 |
|      |                                                           | Immature trees; Densely Populated; Mixed species (Ha)                                                       |                 |
|      |                                                           | Immature trees; Sparsely Populated; Mixed species (ha)                                                      |                 |
| 7.   | Landscaping                                               | m <sup>2</sup>                                                                                              |                 |
| 8.   | Fertilization                                             | m <sup>2</sup>                                                                                              |                 |
| 9.   | Herbicides                                                | Grass & shrubs below 1 m in height - -no-systemic (e.g. glyphosate; spray application) (m <sup>2</sup> )    |                 |
|      |                                                           | All vegetation growth – systemic (e.g. sterilants; spray application) Cut stump treatment (m <sup>2</sup> ) |                 |
|      |                                                           | Cut stump treatment (paint or spray application) (Ha)                                                       |                 |
|      |                                                           | <b>Sub Total</b>                                                                                            |                 |
|      |                                                           | <b>General Obligations 12%</b>                                                                              |                 |
|      |                                                           | <b>Sub Total</b>                                                                                            |                 |
|      |                                                           | <b>Vat 15%</b>                                                                                              |                 |
|      | <b>TOTAL: CARRIED FORWARD TO FORM OF OFFER (Vat Inc.)</b> |                                                                                                             |                 |

Contract Price Adjustment will be after every 12 months. Rates will be adjusted in accordance with CPI as issued by the South African Reserve Bank subject to approval of the Accounting Officer.

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

.....  
Date

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

MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:  
PART C3: SCOPE OF WORK

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

## C2.3 Scope of Work

### PART C3: SCOPE OF WORK

#### C3.1 Description of the Works

##### C3.1.1 General

The Standardized Specifications applicable to this contract are listed in the Project Specification i.e., **panel of contractors with CIDB grading of 4 SH or higher in terms of regulation 25 of CIDB, for the maintenance of landscape and open space in mogale city local municipality on an as and when required basis for a period of three (3) years**

##### C3.1.2 Status

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

##### C3.1.3 Employers Objectives

The Employer's objective is to acquire the services of competent of contractors with cidb grading of 4 sh or higher in terms of regulation 25 of cidb, for the maintenance of landscape and open space in mogale city local municipality on an as and when required basis for a period of three (3) years.

Works will not be on a continues basis for the three (3) years period but only when required. Contractors will be required to use local labour for works.

##### C3.1.4 Overview of the Works

Mogale City Local Municipality (MCLM) wishes to maintain and he parks, gardens, open spaces, community and regional parks within Mogale City Local Municipality.

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

Contractors must make use of sub-contractors for a specialized/labour service. Sub-contractors shall be based within the boundaries of Mogale City. A SLA (Service Level Agreement) must be signed by the Contractor as well as any other sub-contractor involved in the maintenance.

Works on various MCLM Parks, gardens, open spaces, community and regional parks as and when the job cards are issued. The work need to be carried out with supervision of the suitably qualified and experienced **Horticulturist or Landscape Professionals**". Tasks will be requested and managed in a well-defined manner with strict monitoring systems and principals.

##### C3.1.5 DILIGENCE

###### Termination

If it is found that;

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

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

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

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

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

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

**PART C3: SCOPE OF WORK**

**C3.2.1 Project Specifications**

**C3.2.1.1 General Description**

Each works order may require work that may include any one or more of the following activities as set out in clause C3.2.3 below during the term of the Contract.

**C3.2.2 Description of site**

The site of the Works is situated within Mogale City Local Municipality jurisdiction area.

**C3.2.3 Details of contract**

**The contract consists of maintenance of landscape and open space. The following is included:**

**Maintenance of landscape and open space:**

- Standard grass cutting
- Overgrown grass cutting
- Shrubbery
- Tree pruning
- Tree removal
- Eradication and control of invasive plant species
- Landscaping
- Fertilization
- Herbicides

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

**CIDB GRADING: 4SH or Higher**

**C3.2.4 Contract Management**

**C2.2.4.1 Assistance by Contractor**

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

**C3.2.5 Features requiring special attention**

**C3.2.5.1 Repairs**

The Contractor shall have enough staff, equipment and materials to attend to various works order work simultaneously.

(a) Breakdown Repairs

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### C2.3 Scope of Work

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

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

#### C3.2.5.2 Replacement of items

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

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

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

All redundant materials, rubbish and waste arising from the work must be regularly removed from the Site at the Contractor's cost and the Site and buildings left clean and tidy.

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

All reference in this document to South African National Standards (SANS) specifications and codes of practice, or any other standard specifications or codes of practice, shall be deemed references to the latest issues of such specifications and codes. The tender may also reference COLTO – Standards Specifications for Road and Bridge Works for State Road Authorities (1998) where additional clarification is required to a SANS 1200 item.

#### C3.2.8 Materials

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

The Contract Manager reserves the right to:

- a) Supply to the Contractor new parts, components and materials required to undertake repairs, or
- b) If the price submitted by the Contractor is unacceptably high, obtain quotations for such new parts, components and materials from other independent sources, and

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| Municipality 1 |  | Municipality 2 |  |
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after making reasonable allowance for Contractor's mark-up, adjust the Contractor's price accordingly.

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

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

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

**C3.2.9 Protection of road furniture and existing infrastructure**

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

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

**C3.2.10 Quality Control**

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

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

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

The Contractor's attention is drawn to the provisions of the various Specifications regarding the implementation of a quality assurance system and the minimum frequency of checking required. The Contractor shall, at his/her own discretion, increase this frequency where necessary to ensure adequate control.

**C3.2.11 Additional Work**

The Contractor shall have enough staff, equipment and materials to cope with additional repair work as determined by the Contract Manager. The additional work shall be carried out at tendered rates.

Should the Employer decide during the Contract period to add to the scope of the repair work under his/her Contract, such additional work shall be carried out without in any way detrimentally affecting repair and maintenance work already in progress. To achieve this, the Contractor shall employ enough

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### C2.3 Scope of Work

additional staff and bring onto the Site such extra equipment as may be necessary. Payment for such additional work will be at negotiated rates only if the work is different to that already in progress.

#### C3.2.12 Applicable Standardized Specifications

For the purposes of this Contract, the following Standardized Specifications shall apply and other relevant policies applicable to Development and management of parks and open spaces:

- South African Council of Landscape Architect Professionals (SACLAP)
- South African Landscape Institute (SALI) Landscape Standards : Maintenances
- SANS 51176: General requirements and test methods for playground equipment
- SANS 51177: Impact attenuating playground surfacing
- SANS 10400 – The application of the National Building Regulations (NBR) is available for purchase from the South African Bureau of Standards (SABS) at <https://www.sabs.co.za> 26
- SANS 51177: Impact attenuating playground surfacing is available for purchase from the South African Bureau of Standards (SABS) at <https://www.sabs.co.za>

#### C3.2.13 Operational costs

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

#### C3.2.14 Cost of materials and installation

The specified material items listed in the Schedule of Quantities to be used shall be priced complete with all installation material required to complete the installation of each item, complete with supply and delivery of different equipment.

#### C3.2.15 Consumables

Consumables are material and/or specialised equipment to be hired for use on a specific job not covered in the specified Schedule of Quantities, with prior approval from the Project Manager (s).

The consumable cost to be paid by Council will be subject to a certified copy of invoice from the supplier plus percentage mark-up as tendered by the contractor in the schedule of rates.

The contractor must ensure the material obtained is SANS approved or complies with the relevant SANS specification and is the most cost effective cheapest available. Council reserves the right to check prices and to demand a change of material supplier to curb costs.

Material prices may be audited and amended on MCLM's discretion based on average material prices from known suppliers in the Mogale area.

Costs for hiring specialized equipment must be specified under cost of consumables on estimates and invoices.

**Contractors are warned not to “load” Estimates and quotations as this will lead to the services of another contractor being utilized if a compromise cannot be reached.**

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**C2.3 Scope of Work****C3.2.16 Call outs, estimates and works orders**

Contractors will be called out by telephone or cell phone to give an estimate on the maintenance to be affected at a specific site in accordance with a works order issued by the Council Official concerned as and when required.

Estimates must be submitted showing the description of work to be carried out as per the works order and the specified items rates for supply and install as tendered and must be shown in Schedule format as per payment reference.

The estimate will be evaluated by the Council Official concerned and if satisfied that the costs and time frames are reasonable an **approved WO** will be faxed and/or emailed to the number and/or E-address provided by the contractor for this purpose.

No work, except in emergencies, may be carried out and/or will be paid for if no approved WO has been issued beforehand.

**C3.2.17 Invoicing**

**Invoices must correspond with Estimates and must be in accordance with the following format:**

**a) Itemised Cost**

Invoices must show the description of work carried out as per the estimate and shall reflect the items in the tender document. As far as practically possible, the bulk of the work shall be priced and claimed from the itemised Schedule of Quantities on prices tendered. This will apply for material supplied and installation and labour cost as priced and invoiced accordingly.

**b) Operational Costs**

The operational costs is included in the rates tendered.

**c) Cost of Consumables**

Cost of Consumables used shall **only apply to special items** not covered under the Itemised cost and with prior approval of the Project Manager concerned, as per the WO. The invoices must show it separately from the Itemised and Operational costs.

All Consumables must be specified on a separate list to be attached to the invoice for verification purposes accompanied by certified copy invoices from the supplier plus the percentage (%) mark-up as tendered.

The separate list must also give a breakdown of the exacta places the material and/or items were used, i.e. Building and room numbers.

**C3.2.18 Signing-off of WO's**

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| Municipality 1 |  | Municipality 2 |  |
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### C2.3 Scope of Work

- a) After completion of work as specified in WO the relevant employer representative within the Division Roads and Transport Services will inspect the work and if satisfied, sign off the WO and hand the original back to the contractor.
- b) A copy of the signed-off WO must be attached to invoices submitted by the contractor as not to delay payment.
- c) A Certificate of Compliance for the specific work must be attached to the Contractor's invoice.

### C3.2.19 Performance Management

- a) Contractors must at all times have due regard for the safety of people on sites, according to the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (OHS) and its Regulations as amended. All onsite incidences shall be reported to the MCLM safety officers, with the relevant procedures shall be at-hand-to.
- b) Contractor's personnel shall wear safety clothes branded with the contractor company name and carry approved company ID cards with their picture.
- c) All work to be performed shall comply with SANS 1200 and the standard specification of Mogale City.
- d) Work to be done professionally with due regard not to damage infrastructure and residential property wilfully; all damaged items shall be recovered from the contractor.
- e) No work may be initiated by the contractor without having been expressly instructed to do so by the responsible Council Official.
- f) Invoices will only be processed for payment after the responsible Council Official has inspected the work, is satisfied with its execution, and signed-off the works order.
- g) Mogale City reserves the right to obtain the services of other contractors, in writing, should, in the opinion of the relevant Project Manager, the prices quoted by a contractor be considered too high for the job at hand and/or the standard of work is unacceptable,
- h) In cases where poor workmanship is identified, Mogale City reserves the right to recover costs incurred in correcting the poor workmanship.

### C3.2.20 Special conditions

- a) OHS: In terms of section, 37(2) of the Act a valid contractual agreement must be in place between the Employer (MCLM) and the contractor before the contractor can go on site.
- b) Council's OHS Practitioner-Contracts will be of assistance to finalise the contract.
- c) All the work shall carry an unconditional guarantee of 12 months, calculated from the date of completion.

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**C3.2.21 Extent of works**

The Works will be carried out by the Contractors under this Contract in the whole area of jurisdiction of the MCLM as indicated in Section C4 of these contract This contract comprise mainly the following components of which the elements requiring General maintenance and repairs are:

**Maintenance of landscape and open space:**

- Standard grass cutting
- Overgrown grass cutting
- Shrubbery
- Tree pruning
- Tree removal
- Eradication and control of invasive plant species
- Landscaping
- Fertilization
- Herbicides

Quantities will depend on requirements and will vary from small maintenance works, less than R10,000.00 to larger production works, in excess of R300,000.00.

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

**The quantities in the Schedule of Quantities are estimates only and will only be used as a guide by MCLM. The actual quantities will be determined by the works required by MCLM to be performed as instructed to the contractor by means of a Work Order.**

It is possible that the MCLM may award the contract to more than one contractor, and the intention is to appoint at least 3 contractors, which will consequently mean that these contractors will, depending on the number appointed, indiscriminately be dispatched to all areas without being specifically dedicated a specific area. Prospective contractors will have to keep this in mind when preparing their bid because the scale of operations will be affected by the number of contractors appointed as well as areas where work is to be executed. The MCLM furthermore reserves the right to not appoint a Contractor for more than one area.

**C3.2.22 Ordering of Materials**

The quantities set out in the Schedule of Quantities (Works order) have been determined from calculations based on data available at the time and should therefore be approximate quantities only. Before ordering materials of any kind, the Contractor shall check with the Contract Manager whether the scope of the work for which the materials are required is likely to change substantially. No liability or responsibility whatsoever shall be attached to the Employer for materials ordered by the Contractor except when ordered in accordance with written confirmation issued by the Project Manager.

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**C3.2.23 Plant****General**

Except where the contrary is specified or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorised' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Contract Manager, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorised' dimensions.

If the work is therefore constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, quantities will be based on the 'authorised' dimensions regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorised' dimensions plus or minus the tolerances allowed, the Project Manager may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material more than those calculated for the 'authorised' dimensions, and where the actual dimensions are less than the 'authorised' dimensions minus the tolerance allowed, quantities for payment shall be based on the actual dimensions as constructed."

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| Contractor 1   |  | Contractor 2   |  |

**C3.3 Health and Safety****C3.3.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES****(a) Construction Regulations, 2014**

The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2014 (the regulations) as promulgated in Government Gazette No 37307 and Regulation Gazette No 10113 of 7 February 2014. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the Works.

The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in the Project Specifications, Schedule of Quantity and Drawings, as well as in the Employers' health and safety specifications (regulation 4(1)) of the Construction Regulations 2014

The Contractor shall in terms of regulation 5(1) provide a comprehensive health and safety plan detailing his proposed compliance with the regulations, for approval by the Employer.

The Contractor shall always be responsible for full compliance with the approved plan as well as the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan or regulations.

Payment items are included in the Schedule of Quantities to cover the Contractor's cost for compliance with the OHS Act and the abovementioned regulations.

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| Contractor 1   |  | Contractor 2   |  |

### C3.4 Technical Specifications

#### C3.4.1 PROJECT SPECIFICATIONS – PART 1

##### PS1. CONTRACT DETAILS

**PANEL OF CONTRACTORS WITH CIDB GRADING OF 4 SH OR HIGHER IN TERMS OF REGULATION 25 OF CIDB, FOR THE MAINTENANCE OF LANDSCAPE AND OPEN SPACE IN MOGALE CITY LOCAL MUNICIPALITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS**

##### General

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

##### PS2. CONSTRUCTION DOCUMENTATION REQUIRED

##### PS2.1 Project Program

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

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

- The starting date, date of possession of the project date for completion of the Works.
- The date when the Contractor plans to complete the Works,
- The work of the Employer and others as stated in the Scope of Work.
- The dates when the Contractor plans to complete work needed to allow the Employer and others to do their work.
- Provisions for float, time risk allowances, health and safety requirements and other procedures set out in the contract.

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**C3: Scope of Work**

- The dates when, in order to carry out the work in this contract, the Contractor will need acceptances (of drawings, design and the like), “free issue” plant and materials or other things to be provided by the Employer in terms of the contract.
- Method statements demonstrating the extent of resources of people, facilities and equipment the contractor intends to apply to principal activities shown on the program.

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

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

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

**PS2.2 Safety Plan**

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

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

**PS2.3 Labour Schedule**

The following information must be provided by the Contractor at each site meeting to be held every second week: *(Schedules to be faxed to Engineer's Office before each meeting) [EPWP forms are attached to this tender]*

- \* Number of total labour force
- \* Number of person-days of employment

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

**PS2.4 Site Instruction Book**

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

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

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

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

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

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

**PS2.6 Registration of Project at Department of Labour**

The contractor must register this project at Department of Labour within 3 weeks (21 days). This is necessary for local labour to obtain Life Skills, AIDS Related Training and Introduction to the World of

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Work training from the Department of Labour. As proof of registration a photocopy of the original registration form with the original ink stamp of the local Department of Labour, as well as the protocol registration number. *[Refer to Labour Registration Form included in this tender document]*

**PS3 SITE FACILITIES AVAILABLE****PS3.1 Camp Site** (Not required)

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

The construction site must be fenced and all the Contractor's activities restricted to these areas. The security of the compound and construction site will be the responsibility of the Contractor. During construction the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

**PS 3.2 Water**

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

**PS 3.3 Electricity**

As for Water (PS 3.2)

**PS 4 SITE FACILITIES REQUIRED****PS 4.1 Facilities for the Engineer**

Not required.

**PS 4.2 Sewerage** Not required.

Two portable Toilets must be provided at a designated area which will be pointed out to the contractor on site. Facilities must be constructed/provided in accordance with local authority requirements and Mogale City residential areas Homeowners Association house rules. Where a sewer connection cannot be

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provided, the contractor must provide chemical toilets at the camp and on the different work fronts. Chemical toilets must be services regularly.

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

**PS 4.3 Site Instruction Book**

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

**PS.4.4 Laboratory facilities**

Not required.

**PS.4.5 Tender Notice Board**

Not required.

**PS4.6 Landline Telephone**

Not required

**PS4.7 Rain Gauge**

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

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

**PS5. ASPECTS REQUIRING SPECIAL ATTENTION**

**PS5.1 Site Maintenance & Security**

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

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During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

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

#### PS5.2 Existing services

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

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

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

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

#### PS5.3 Testing and Quality Control

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

Please note: Full Density tests are required for backfilling with written records provided.

No separate payment will be made for such a laboratory or testing, the cost of which will be deemed to be included in the Contractor's tendered rates for the items of work that require testing in accordance with the Specifications.

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

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**PS5.4 Removal of trees and other vegetation**

No trees or vegetation may be removed without the prior written approval from the employers representative.

**Labour intensive methods will be employed to remove trees under supervision of an experienced supervisor. The necessary safety precautions must be taken at all times.**

**PS5.5 Accommodation of Other Contractors**

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

**PS5.6 Subcontractors**

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

Approach to subcontracting that may be followed in this contract as per CIDB Practice Note 7, 3.1

**Selected subcontractor:** a subcontractor selected by the contractor in consultation with the employer in terms of the requirements of the contract.

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

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

Not applicable.

**PS5.8 Adjacent Occupied Areas**

The Contractor shall organise the work to cause the least possible inconvenience to Mogale City LM and to the property owners adjacent to or affected by the work. The contractor shall exercise the greatest care to avoid unnecessary damage to trees, gardens, fences, wall, and structures on public and private property,

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and also strictly supervise the behaviour of his workmen. The material resulting from any demolition of existing structures shall be the property of the owner.

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

#### Work in the proximity of the Provincial Roads

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

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

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

#### **PS5.10 Beacons & Pegs**

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

The Contractor shall be held responsible for the maintenance of all the cadastral and bench mark pegs on the site that are recorded as existing at the commencement of construction, and for the placement of any pegs that are found to be missing or disturbed upon the completion of the contract.

#### **PS5.11 Surveying**

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

#### **PS6 AS-BUILT DRAWINGS**

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

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

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**PS7 SAMPLES**

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

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

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

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

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

**PS 9 WORKMANSHIP AND QUALITY CONTROL**

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

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

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

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

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**PS10 SPOIL MATERIAL & STOCKPILE MATERIAL**

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

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

**PS11 TRENCHES**

Trenches and excavations shall not be left open at all during the builders' holidays 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. If for any reason trenches have to be left open, hard barricading as approved by the Engineer with 24 hours site security must be provided. All of the above is deemed to be included in the rates as tendered.

**PS12 TRANSPORT OF MATERIAL**

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

**PS12.1 Approved Transportation Route for Loaded Material**

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

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

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

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**PS13 EMPLOYMENT OF LOCAL LABOUR****PS13.1 General**

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

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

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

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

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

**PS13.2 Requirements and activities**

Prospective tenderers must take note of the following:

- a) It is required from the Contractor to provide all superintendence, labour, small tools and material for the execution of the works where local labour is involved.
- a) Noise pollution must be kept to the minimum and the work hours will be from Monday to Friday from: 8:00 am to 5:00 pm, and no work will be permitted during public holidays.
- b) People employed must be trained as far as practically possible for their respective tasks. An amount will be provided in the Schedule of Quantities for Accredited Training.
- a) The following types of activities have been identified as suitable for labour-based construction methods on this project:

**Maintenance of landscape and open space**

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1. Standard Grass Cutting
2. Overgrown Grass Cutting
3. Shrubbery
4. Tree Pruning
5. Tree Removal
6. Eradication & Control of Invasive Plant Species
7. Landscaping
8. Fertilization
9. Herbicides

**PS13.3 Wages**

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

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

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

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

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

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

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

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

**PS13.4 Liaison with local communities**

The Contractor is to liaise with the local community with regard to local labour to be employed. Mogale

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City Local Municipality will advise on procedures to be followed.

**PS13.5 Skills Related Training**

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

**PS13.6 Utilization of workers**

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

**PS13.7 Labour-based Schedules**

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

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

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

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

**PS14 REFERENCES IN SCHEDULE OF QUANTITIES**

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

**PS14.1 Use of mechanical plant**

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

Authority to use mechanical plant will not be unreasonably withheld but if it is considered that circumstances are such that the use of plant shall be suspended temporarily or permanently, the relevant construction procedure shall be modified at the Constructor’s cost and the Contractor shall be deemed

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to have no cause for claim against MOGALE CITY LOCAL MUNICIPALITY on account of having to continue the work by another method or if any order issued in terms of this Clause results in the mechanical plant having to stand idle for any period or having to be removed.

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

**PS15. RATES ALL INCLUSIVE**

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

**PS15.1 Payment for day works labour**

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

**PS16. ESCALATION**

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

**PS17. ACCOMMODATION OF TRAFFIC**

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

**PS18. EARTHWORKS**

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

**PS19. OCCUPATIONAL HEALTH & SAFETY ACT**

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

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and that the following arrangement shall apply between them to ensure compliance by the contractor with provisions of the Act, namely:

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

The contractor shall be obliged to report forthwith to the employer any investigation, 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.

A checklist of all Health & Safety Activities that may be required on site is included. The Tenderer is expected to implement all of the requirements as listed. Allowance is made in the P&G's Section of the Schedule of Quantities (fixed and time related) to price all of the required safety measures to be executed and formalized on site.

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

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**PS20 APPLICABLE STANDARDISED SPECIFICATIONS & REGULATIONS**

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

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

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

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

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

**The following Labour-Intensive Specifications will be applicable:**

|                      |               |                                                     |
|----------------------|---------------|-----------------------------------------------------|
| <b>SANS 1921-1 -</b> | <b>2004 :</b> | <b>General Engineering and Construction Works</b>   |
| <b>SANS 1921-5 -</b> | <b>2004 :</b> | <b>Earthwork Activities to be performed by hand</b> |

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REGULATIONS

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

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

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

**PS21 STATUS**

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

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

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PART 2 : PROJECT SPECIFICATION

C3.4.2 PART 2

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

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

PS2.1 GENERAL

PS2 1.1 SCOPE

REPLACE SUBCLAUSE 1.1 WITH THE FOLLOWING:

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

PS2.2.1 Storage [Subclause 4.2]

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

The supply and handling of materials

Add the following

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

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

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

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**PS2.2.3 Restriction on the use of Plant**

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

**PS2 3 CONSTRUCTION**

**PS2.3.1 Setting out Works [Subclause 5.1.1]**

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

**PS2.3.2 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES**

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

**PS2.3.2 LOCATION AND PROTECTION OF EXISTING SERVICES**

**PS2 3.2.1 Alterations and repairs to existing services**

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

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

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

|             |   |                             |                               |
|-------------|---|-----------------------------|-------------------------------|
| Electricity | : | 011 951 2000 / 011 951 2440 | } After Hours<br>011 951 3030 |
| Water       | : | 011 951 2000 / 011 668 0628 |                               |
| Sewerage    | : | 011 951 2000 / 011 668 0628 |                               |
| Traffic     | : | 011 951 2000 / 011 951 2222 |                               |

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

PS2.3.3

**SAFETY [SUB CLAUSE 5.7]**

ADD THE FOLLOWING:

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

PS2.3.3.1

**Responsibilities:**

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

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

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

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

PS2.3.3.2

Supervision of Construction Work

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

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

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

PSA2.3.3.3

Risk Assessment

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

- the identification of the risks and hazards to which persons may be exposed to;
- the analysis and evaluation of the risks and hazards identified;

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- a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified;
- a monitoring plan; and
- a review plan.

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

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

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

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

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

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

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

PS2.3.3.4      Documentation to be kept on Site

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

- Notification of Construction Work
- Copy of the latest edition of the Occupational Health and Safety Act.
- Proof of Registration with COID Insurer
- The Occupational Health and Safety Programme agreed with Employer including the Risk

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- Assessment/s and Method Statements
- Occupational Health and Safety File
- Appointment/Designation forms
- Drawings
- List of Contractors (Sub-Contractors)
- Wayleave approvals

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

- Form/Support work Inspection
- Excavations Inspection
- Demolition Inspections
- Tunnelling Inspections
- Scaffolding Inspection
- Designer's Inspection of Structures Record
- Suspended Platforms Inspections
- Materials Hoist Inspection
- Batch Plant Inspections
- Explosive Powered Tool Issue and Maintenance
- Welding Equipment
- Construction vehicles and Mobile Plant Inspections
- Electrical Installation and Machinery Inspection
- Fire Equipment Inspection and Maintenance
- Lifting Tackle and Equipment
- Cranes
- Ladders
- Vessels under Pressure

**PS2. 4 TESTING****PS2 4.1 Principles****PS2 4.2 Approved Laboratories**

*ADD THE FOLLOWING:*

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

**PS2.5 MEASUREMENT AND PAYMENT****PS2.5.1 MEASUREMENT****PS2.5.2 PAYMENT [SUBCLAUSE 8.2]**

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

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

**Political Riot and Malicious Damage Insurance**

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

PS2.5.2.2      **Survey Costs**

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

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

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PART 3 : PARTICULAR PROJECT SPECIFICATION

C3.4.3 PART 3

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

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

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## MOGALE CITY: PROJECT SPECIFIC REQUIREMENTS

**Scope of Work:** Specification for Landscaping and Gardening Services including maintenance of open spaces as and when required. NB. It should be noted that not all these services will be applicable at all times and as such the price should be charged according to the service rendered.

### 3.4.3.1. Cleaning

- 3.4.3.1.1. The work will involve all landscaping and garden maintenance including grass cutting, hedge trimming, preparation and planting of flower/shrub beds, weeding, watering, feeding of plant beds, removal of old flowers/shrubs, pruning, weeding, application of weed killer, fertilizing, soil and compost replacement, garden waste disposal, cleaning of pathways/terraces and maintenance of the entire yard and grounds of the premises including the areas around the outside of the boundary fencing.
- 3.4.3.1.2. All loose materials e.g. papers, stones, plastic, bricks, tin cans, pieces of metal or any other material are to be cleared and removed before cutting takes place on any area
- 3.4.3.1.3. All grass is thrown onto the tarmac and paved surfaces shall be removed by sweeping it after cutting.
- 3.4.3.1.4. All weeds growing on road verges and in paving shall be trimmed by bush cutters even though it is sprayed with herbicides on a bi-seasonal basis.
- 3.4.3.1.5. All the grass clippings must be raked and removed within two working days after cutting has taken place. Accumulated material is to be disposed of at a disposal or composting site within the various regions Mogale City as directed by the Project Manager. Removal must take place within 24 hours of cutting and all grass clippings should be taken to a landfill site.
- 3.4.3.1.6. The Bidders shall be responsible for any levies charged relating to the disposal of the grass clippings and any litter
- 3.4.3.1.7. No grass clippings or litter may be burnt
- 3.4.3.1.8. Proof of waste disposal must accompany all payment-processing documents.
- 3.4.3.1.9. The Bidders shall not fell or prune any Council tree, except for declared invaders as per the Conservation of Agricultural Resources Act 43 of 1983. This work shall only be done if so requested by the project manager.
- 3.4.3.1.10. The successful Bidders accept that the areas be cleaned to the satisfaction of the Project Manager.
- 3.4.3.1.11. Grass shall be cut to a minimum height of 20mm / 2cm

### 3.4.3.2. Cutting Area

- 3.4.3.2.1. All areas inaccessible to grass-cutting machines (e.g. around poles, trees and fences) must be neatly trimmed using brush-cutters, pangas, or similar implements.
- 3.4.3.2.2. The Project Manager shall authorize the use of tractors for operations where feasible so that only pedestrian or handheld equipment can be used.
- 3.4.3.2.3. Traffic islands and sidewalks shall only be cut by lawnmowers while bush cutters shall only be used to cut very uneven surfaces and edges.
- 3.4.3.2.4. The spaces between graves shall only be cut by lawnmowers while bush cutters shall only be used to cut very uneven surfaces and edges.
- 3.4.3.2.5. The spaces wastewater treatment works units shall only be cut by lawnmowers while bush cutters shall only be used to cut very uneven surfaces and edges
- 3.4.3.2.6. The Bidders may only move on to the next area once the current area of maintenance has been fully cut and cleaned to the satisfaction of the Project manager
- 3.4.3.2.7. With regards to invasive clearance, the standards applicable for all working-for-Water programs shall apply, see attached Working-for-Water standards (NB), Latest version.
- 3.4.3.2.8. Turnaround time for the service
- 3.4.3.2.9. Accumulated material is to be disposed of at a disposal or composting site within the various regions of Mogale City as directed by the Project Manager. Removal must take

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place immediately on completion of cutting or within 24 hours and all grass clippings should be taken to a landfill site or identified composting areas.

- 3.4.3.2.10. The Bidders will be required to be available for the duration of the contract or as scheduled by the municipality for the provision of this service for the entire duration of the contract. A weekly log of hours worked will be recorded and submitted to the project manager or the delegated official who will oversee and monitor the provision of this service.

- 3.4.3.2.11. Capacity of Bidders: The Bidders must be established landscape gardening Bidders with appropriately qualified and experienced staff capable of providing the services required.

**3.4.3.3. Scope of work for Waste Water Treatment**

- 3.4.1.3.1. A two-meter (2m) cleared section on the outside of all fences shall be maintained at all times. Where double fences exist, the area between the two fences shall be cut and cleared as per the site requirements.
- 3.4.1.3.2. All areas where grass brush cutting takes place the height of the cut grass is to be kept between 3cm and 5cm.
- 3.4.1.3.3. All lawns are to be cut and edges trimmed
- 3.4.1.3.4. Remove all weeds, old flower heads, yellow leaves and rubbish from the flowerbeds
- 3.4.1.3.5. Turn the soil in the flowerbeds, remove weeds or any alien plants and neaten edges
- 3.4.1.3.6. Trim/prune trees and shrubs when necessary
- 3.4.1.3.7. All lawn trimmings, general rubbish and trimmings debris to be removed from the site immediately after work has been undertaken and disposed of in a responsible manner at an authorized refuse disposal site.
- 3.4.1.3.8. Fertilising of garden/lawns with NPK (3:2:3) fertilizer, will only take place if instructed to do so
- 3.4.1.3.9. All areas to be kept free of weeds, debris and remove/treat grass that grows on concrete and stony areas
- 3.4.1.3.10. Report all infestations of pests when first noticed, and take action when instructed to do so, in accordance with the Fertilisers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, Act 36 of 1947.
- 3.4.1.3.11. General tiding, rake-up of leaves, rubbish and debris must be undertaken.
- 3.4.1.3.12. On request and where required, propagate plants to fill in bare spaces or request new plants.
- 3.4.1.3.13. New plants may only be purchased with the authorization of the relevant site supervisor/manager. Replacement plants must be indigenous perennial, flowering shrubs and plants.
- 3.4.1.3.14. Walkways/pathways (cement) to be cleaned and drainage systems to be cleared of plants and debris.
- 3.4.1.3.15. The area surrounding all buildings, manholes, paths, concrete or brick structures flower beds etc. as well as the area along the perimeter fence, is to be maintained and shall be considered as part of this contract.
- 3.4.1.3.16. Transport of equipment and fuel in public transport will not be permitted.

**3.4.1.4. Herbicide treatment**

- 3.4.1.4.1. All prices quoted must be NETT and include supply and delivery at the Flip Human, Magaliesburg and Percy Stewart Wastewater Treatment Works. The service provider must state on the price schedule the shortest time in which they can commence delivery after receipt of a works order.
- 3.4.1.4.2. No specific quantity will be specified for this quotation as orders will be placed on an as-and-when-required basis. Layout plans will be supplied to the service provider indicating the lengths and areas to be treated.

**3.4.1.4.3. Approximate quantities:**

- Spraying of ± 800km of road edges/gutters
- Spraying of ± 60 000m<sup>2</sup> walkways and paved areas
- Spraying of ± 6km channels

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**3.4.1.5. Method of Operation:**

- 3.4.1.5.1. The service provider must at all times exercise care while undertaking the contract and ensure that trees, shrubs, hedges, flowers, etc on the pavements adjoining the treated areas are not affected by root uptake or movement of the herbicide by wind, rain or transport by water and shall take precautions while working to prevent accidental contact with herbicide by children, animals or irresponsible persons. The contractor shall be responsible for costs in this regard.
- 3.4.1.5.2. Road edges and gutters to be sprayed at a maximum width of 300mm except for areas where cultivated and well-maintained sidewalks require only minimal treatment (specified width of 100mm or as specified away from the edge of the kerb line). In the event of damage, it must be repaired before the next payment will be made.
- 3.4.1.5.3. The outside of the channels must be treated to remove vegetation.
- 3.4.1.5.4. The contractor must at the commencement of the contract, submit his intended program of working for the approval of the representative.
- 3.4.1.5.5. The program must include the chemicals to be used. The strength of the weed killer must correspond to the mixing requirements as laid down by the manufacturers and may also depend on the type of weed treated. The type of mixture used or changes thereto must be communicated to Mogale City's representative first for approval prior to the commencement of the project.
- 3.4.1.5.6. Water usage for spraying of poison, will be for the contractor's account and should therefore be included in the tendered rates.
- 3.4.1.5.7. Infested areas will be identified by the Municipality before commencement of spraying and any additional areas to be sprayed without consent from the Municipality will not be considered for payment.
- 3.4.1.5.8. The first visit by the contractor will be undertaken after receipt of an official order, with a follow-up visit required after 21 days of the commencement date in order to determine the effectiveness for payment purposes. Should additional spraying be required to meet the required 95% effective weed control, the contractor must commence with this work within 3 working days.

*NB: All Project Manager(s)/Horticulturist should be a valid registered member(s) of the South African Council of Landscape Architectural Profession under the Council of Built Environment (CBE)*

**3.4.4.6. Measurement And Payment of Work**

- 3.4.4.6.1. Cost Proposal must provide an all-inclusive fixed price proposal for the period in the format specified, inclusive of all overheads and insurance.
- 3.4.4.6.2. Bidders are required to bid "price per m<sup>2</sup>/square meter" of work performed in the various regions. Invoices may only be submitted for an order on which all work has been completed.
- 3.4.4.6.3. Bidders will be issued a work order for every area that needs grass cutting and services contained in the bid specification. The size of each area will be determined by the Municipality using GIS technology.
- 3.4.4.6.4. Additional areas will be paid for on a square meter basis. The bidders must submit invoices detailing the measured area as contained in the work order. No additional area may be cut if it is not specified in the work order without the written approval of the project manager
- 3.4.4.6.5. In the use of the weed killer payment. The Bidders shall submit within one week of completion of a work order a complete and detailed invoice. Payment will be based on the invoices subject to any adjustment by the Project Manager in respect of errors, penalties or any other claim, that the Council may have in respect of this contract.

**3.4.4.7. Special Conditions**

- 3.4.4.7.1. Areas where the Project Manager has determined that the cutting operation is unacceptable, must be recut within 3 days of notification. No extra payment will be made to this effect.
- 3.4.4.7.2. Should bidders fail to rectify a complaint, the Council reserves the right to carry out the work and deduct the cost thereof from any money due to the Bidders.

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- 3.4.4.7.3. The recommended bidders will be required to submit an Occupational Health and Safety File. Failure to submit the Health and Safety pre-required documents will lead to the conclusion that the bidder is not able to carry out the work under the contract safely in accordance with the requirements of the Occupational Health and Safety Act and its incorporated regulations.
- 3.4.4.7.4. Recommended bidders will be required to Submit pre and post-medical examination records for employees as described in the Regulations incorporated in the Occupational Health and Safety Act as amended or undertaking that all employees would be subjected to a medical surveillance program.
- 3.4.4.7.5. Bidders shall at all times during the contract, at their own expense, comply and ensure that all their employees and equipment used for this contract comply in all respects with the safety and other requirements of the Occupational Health and Safety Act, No 85 of 1993, (as amended) and the regulations there under.
- 3.4.4.7.6. This bid may be awarded to more than one bidder.**
- 3.4.4.7.7. The municipality reserves the right to conduct an in-loco inspection.
- 3.4.4.7.8. **Annual escalation will be based on CPI as issued by the South African Reserve Bank (SARB) for the year two (2) and year three (3) of the contract anniversary.**
- 3.4.4.7.9. **All prices quoted should be inclusive of all operational-related costs, no extra cost other than what is quoted will be entertained.**

**3.4.4.8. MONITORING, EVALUATION AND REPORTING**

- 3.4.4.8.1. It is ultimately still the responsibility of the Municipality to ensure that quality and accessible services are rendered to the community.
- 3.4.4.8.2. The grass-cutting bidders and cooperative must render a quality and value-for-money service that is measured against the contractual requirements and bid specifications.
- 3.4.4.8.3. A monitoring plan therefore needs to be developed in which work will be monitored, measured, and signed off when completed. (Add the portfolio of evidence based on the KPA's & KPI's)
- 3.4.4.8.4. Submitted invoices must be verified against actual work completed.
- 3.4.4.8.5. A transparent system that would ensure accountability and monitoring must be designed and implemented for each service contract.
- 3.4.4.8.6. A joint inspection will be conducted every week before the approval of invoices relevant to each job order.

**3.4.4.9. LEGAL ISSUES COMPLIANCE WITH BY-LAWS AND SPECIFICATION**

- 3.4.4.9.1. In addition to any insurance required to be held by the bidders in terms of the Compensation for Occupational Injuries and Diseases Act, (Act No 130 of 1993), the bidders must be fully insured against all accidents, loss or damage arising out of any work, including third party risks. The bidders hereby indemnify and undertake to keep indemnified the Council against all claims by third parties or the bidders' own employees resulting from the operations carried out by the bidders under the contract for the entire duration of the contract.
- 3.4.4.9.2. A letter from the Compensation Commissioner certifying that the bidders are in good standing with the Fund and Documentary proof of insurance as required above having been taken out by the bidders shall be attached to the bid documents. The bidders, whenever required by the Council, must furnish proof of renewal or extension of insurance cover. (Third-party liability of a minimum of 3 million)
- 3.4.4.9.3. The bidders shall be liable for any damage or injury of whatsoever nature, caused directly or indirectly as a result of their operations, to any Municipal, Government or Private Property or any services which may have been laid in the sidewalks, or to his own vehicles.

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**3.4.4.10. SAFETY MEASURES AND CONTROL**

- 3.4.4.10.1. A preliminary Health and Safety Plan as described in the Regulations as incorporated in the Occupational Health and Safety Act No. 85 of 1993 as amended. The Safety Plan will be based on a Baseline Risk Assessment and Hazard Identification appropriate to the project and will be subjected to approval by the Municipality. **SUBMISSION OF SAFETY PLAN IS MANDATORY**
- 3.4.4.10.2. Proof of Training Certificates (e.g. First Aider etc.)
- 3.4.4.10.3. Submit Medical examination records for employees as described in the Regulations incorporated in the Occupational Health and Safety Act as amended or undertaking that all employees would be subjected to a medical surveillance programme.
- 3.4.4.10.4. Without derogation from the generality of these conditions (below) or from any other provision of this contract, the bidders shall at all times during the contract, at his own expense, comply and ensure that all his employees and equipment used for this contract comply in all respects with the safety and other requirements of the Occupational Health and Safety act, No 85 of 1993, (as amended) and the regulations there under.
- 3.4.4.10.5. A high degree of safety awareness is required and anything, which in the opinion of the Project Manager endangers the public, the Council or its employees, or the Bidders' own employees will be brought to the attention of the bidders for immediate rectification.
- 3.4.4.10.6. Notwithstanding any other clause it is essential that the bidders provide gloves, face protection and suitable footwear to all labourers employed by him. Stone guards shall be fitted to all grass-cutting machines.
- 3.4.4.10.7. Safety measures for all operations undertaken by the bidders must comply with the Occupational Health and Safety Act, No 85 of 1993, and the regulations applicable there under. The bidders must supply and issue all their workers with the basic PPE as required by the OHS Act and should include but not be limited to safety boots, overalls, safety goggles and dust mask.
- 3.4.4.10.8. Traffic safety measures and control of road works shall be the responsibility of the Council and the bidders shall notify the Project Manager where such control at road works are necessary and shall abide by the decisions of the Project Manager.
- 3.4.4.10.9. The bidders should take the necessary precautions to ensure that any traffic that is in any way affected by his work is adequately warned and rerouted. If there is any question in this regard, the Project Manager and Public Safety should be consulted.
- 3.4.4.10.10. The Bidders shall take any additional steps that may seem necessary to ensure the safety of his workmen and plant on the work site/s.
- 3.4.4.10.11. Every employee whilst on a public road shall wear approved reflective fluorescent clothing.

**3.4.4.11. EPWP AND RECORDS**

- 3.4.4.11.1. Each bidder will be required to record the number of work hours and details of each employee on specified forms in terms of the requirements of the Extended Public Works Programme. Such reports must be submitted upon the completion of each work order.
- 3.4.4.11.2. The appointed bidders will also be required to take 'before' and 'after' photographs on each work order. Photos should have the date stamps for confirmation.

**3.4.4.12. REQUIREMENTS:**

Equipment and personnel requirements are required for the successful maintenance of our spaces.

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**3.4.4.12. EQUIPMENT AND SUGGESTED PROTECTIVE CLOTHES**

- 3.4.4.12.1. The list of equipment and protective clothing below is a guide to what will be required to effectively execute the task. The prospective bidders must during the site visits familiarise themselves with the sites and assess requirements over and above what is listed herein.

| Equipment                    | Protective Clothing              |
|------------------------------|----------------------------------|
| Self-propelled lawn tractors | Suit Overalls                    |
| Brush cutters                | T-shirts                         |
| Chainsaws                    | Safety shoes                     |
| Lawn Mowers                  | Sun Hats/caps                    |
| Hedge cutter/trimmer         | Gloves                           |
| Blowers                      | Safety glasses/face shield visor |
| Pole Pruner                  | Helmets for brush/hedge cutters  |
| Spades/forks/wheelbarrows    | Earmuffs                         |
| Ladders                      | Knee shield                      |
| Tractors                     | Boots, Dust masks                |
| Knapsack Sprayers            | Chemical safety Mask             |
| Trucks and/or LDV            | Chemical Safety overall          |
| Trailers                     |                                  |

- 3.4.4.12.2. Appropriate protection and signage to be in place whilst works are in progress to ensure the safety of departmental staff and visitors.
- 3.4.4.12.3. All chemicals used must be non-hazardous to people and used according to manufacturers' instructions.

**ANNEXURE A: Detailed Scope of Work**

| Area                                | Task                                                                                                                                                 | Performance Standard                                                                                                                                             | Frequency   |
|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <b>Litter removal and disposal</b>  | Removal of litter from grassed areas, pavements and the outside areas around the boundary fencing. Disposal of litter as per municipal requirements. | Grassed areas, pavements and the outside areas around the boundary fencing are free from cans, paper and other litter including cigarette butts and dogs fouling | Daily       |
|                                     | Remove all litter gathering within the scrubs and flowers                                                                                            | Remove all litter gathering within the shrubs and beds and leave these areas clear of litter                                                                     | Daily       |
|                                     | Remove all litter gathering within shrubs/trees                                                                                                      | Remove all litter gathering within these areas and leave clear of litter                                                                                         | Daily       |
| <b>Maintenance of grassed areas</b> | Remove all leaves from grassed areas                                                                                                                 | Grassed areas free from leaves immediately following work                                                                                                        | Daily       |
|                                     | Cut grass to all areas and trim edges to paths and borders                                                                                           | Grass to be no higher than 2cm at any time                                                                                                                       | Fortnightly |
|                                     | All pathways and drives are to be swept and left free of grass-cutting                                                                               | All cuttings are to be removed from the site on the day work completed                                                                                           | Immediately |

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**C3: Scope of Work**

| Area                                               | Task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Performance Standard                                                                                                                                                                                                                                | Frequency                          |
|----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>Maintenance of flower beds</b>                  | Weeding, raking, clearing of debris, removal of dead plants, replanting of flowerbeds as required and pruning. Remove weeds from shrubs and application of weed killer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Well-maintained flower beds free from weeds, dead plants, and debris.<br><br>No weeds to be left in shrub beds                                                                                                                                      | Daily<br><br>As needed             |
| <b>Hedges and tree care</b>                        | Trim and pruning of all hedges and trees in the gardens. Remove brambles and other invasive plant growth.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | To be carried out in accordance with standard horticultural practice for hedges/ bush type, to remove dead/ diseased/ excess plant matter and branches overhanging in a manner which interferes with the use of the footpath paths and car parking. | Weekly                             |
|                                                    | Cut back any damaged, broken branches hanging                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | All, areas to be left clear of wood, leaves or other material                                                                                                                                                                                       | Weekly                             |
|                                                    | Remove from the site any fallen branches or trees                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | All areas to be left clear of wood, leaves or other material                                                                                                                                                                                        | As needed                          |
| <b>Maintenance of footpaths, driveways,</b>        | Remove weeds from all communal footpaths, steps, car parking areas and around the boundary wall. Clearing debris from drainage channels. Use weed killer or other appropriate methods<br>Planting of snake-repellent flowers along the boundary fence.                                                                                                                                                                                                                                                                                                                                                                                                                                            | Areas described should be free from weeds at all times. Weed killer should be used in accordance with the manufacturer's instruction<br><br>Maintaining these flowers throughout the season                                                         | Daily<br><br>Daily<br><br>Once off |
| <b>Maintenance of Open space and road reserves</b> | Tractor grass cutting and removal of clippings as well as any foreign obstacles<br><br>Removal of weeds and invasive plants                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | The areas should be always cut with the tractor-driven slashers and excess clippings should be removed<br>No invasive plants should be left in the open spaces, they should be removed                                                              | As needed                          |
| <b>Areas targeted for eradication</b>              | <ul style="list-style-type: none"> <li>The bidders must take before and after photographs, which must be submitted to this office after a joint inspection had been conducted after the targeted sites had been cleared;</li> <li>Cut stumps shall be treated with registered and approved herbicide (mixed with a colourant) according to the manufacturer's specifications at a height lower than 10cm from the soil level;</li> <li>All plant material must be removed to avoid aggravated veld fires, soil erosion or further spreading of invasive plant seeds;</li> <li>Should large trees not be able to be safely taken down due to inherent risks for damaging infrastructure</li> </ul> | the standards applicable for all Working-for-Water programmes shall apply                                                                                                                                                                           | As needed                          |

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| Area | Task                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Performance Standard | Frequency |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|-----------|
|      | <p>and/or properties, it should be marked, reported to the Horticulturist and after agreement left undamaged;</p> <ul style="list-style-type: none"> <li>• Wood resources taken by Bidders must be placed in an area where it will not cause a hazard to traffic or road users, and must be collected within seven (7) days;</li> <li>• It remains the prerogative of this Office to call the Bidders back to areas that were cut in order to cut additional trees, and/or to clean up areas of debris and cut-off materials to our satisfaction;</li> <li>• It is important to note that ALL invasive trees need to be cut, and not only those that have value for the Bidders.</li> </ul> |                      |           |

**NOTE:** No equipment and/or tools will be provided by MCLM

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## MOGALE CITY LOCAL MUNICIPALITY



### PART C4:

- SECTION C4.1 – TYPICAL DRAWINGS (NOT APPLICABLE)
- SECTION C4.2 – BID CHECKLIST

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**C4.2 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.   | Bidder must attach the Central Supplier Database (CSD) registration report.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |    |
| 2.   | Provide copy of your company VAT registration Certificate                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |    |
| 3.   | Copies of ID's for company/entity directors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |     |    |
| 4.   | Tax clearance certificate or copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |    |
| 5.   | The bidding entity as well as all its directors/shareholders must submit Municipal account not more than three (03) months / ninety (90) days plus in arrears at the time of the closing date. No bid will be awarded to a company and its directors that owe more than three (3) months charges to any municipality or metro.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |     |    |
| 6.   | 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;<br>(Copy of the lease agreement will only be accepted if water and lights are part of lease payment). or<br>If the Bidding Entity operates from informal settlement and is not responsible for Municipal account/services.<br><ul style="list-style-type: none"> <li>The bidder must submit confirmation on Municipality/Metro letterhead signed and stamped from the ward councilor/delegate or</li> </ul> If the Bidding Entity operates from parents' place and is not responsible for Municipal account:<br><ul style="list-style-type: none"> <li>The bidder must submit the property owner's Municipal account and a Sworn Affidavit of the property owner with and original stamp from the Commissioner of Oaths.</li> </ul> |     |    |
| 7.   | All pages of the bid document have been read by the bidder and the returnable schedules and MBD 's forms duly completed and signed. e.g. MBD1, MBD 4 , MBD 5, MBD 6.1, MBD 8 AND MBD 9.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |    |
| 8.   | All pages requiring information have been completed in full and in black ink.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |     |    |
| 9.   | Bids may be submitted in original and copy of original and electronically on a USB which is PDF formatted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     |    |
| 10.  | No pages removed from the tender document                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |    |
| 11.  | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |    |
| 12.  | JV agreement has been attached and signed (if applicable)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |    |
| 13.  | Pricing Schedule must be signed (should alterations be made on pricing schedule they are accompanied by full signature.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |    |
| 14.  | In case of any amendments made, was it signed in full by the authorized signatory?<br>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. <ul style="list-style-type: none"> <li>Personal Tax Numbers included</li> <li>State Employee Number / Persal Number</li> <li>Identity number</li> <li>Name</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |    |

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## Part C4: Site Information

|     |                                                                                                                                                                                                                                                                                                                                                       |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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.<br>Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid. |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**PLEASE NOTE:**

- ❖ No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.
- ❖ In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, such as tax clearance certificates, municipal accounts, etc.
- ❖ No communication with Mogale City Municipal officials are allowed after the closing date of the tender. The only authorized form of communication will be through the Supply Chain Management Office. [SCMEnquiries@mogalecity.gov.za](mailto:SCMEnquiries@mogalecity.gov.za)

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