



DEPARTMENT PUBLIC WORKS, ROADS AND TRANSPORT

TENDER NO: IEM (P) 01/2022

KAGISO REGIONAL PARK PHASE 2

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: Fax: Cell: Email:
Tender Amount carried from Form of Offer (incl VAT)	R (incl VAT)
CIDB Grading & CRN No	

Prepared for:
 Mogale City Local Municipality
 P O Box 94
 Krugersdorp 1740

Prepared By:
 Department: Roads and Transport Services
 3rd Floor, President Building
 C/o President & Monument Streets, Krugersdorp

CONTENTS

NUMBER	HEADING	PAGE	COLOUR CODING
	THE TENDER		
	Part T1: Tendering Procedures		
T1.1	Tender Notice and Invitation to Tender	2	White
T1.2	Tender Data	9	Pink
	Part T2: Returnable Documents		
T2.1	List of Returnable Documents	31	Yellow
	Check List	32	Yellow
T2.2	Returnable Schedules	33	Yellow
	THE CONTRACT		
	Part C1: Agreements and Contract Data		
C1.1	Form of Offer and Acceptance	87	Yellow
C1.2	Contract Data	94	Yellow
C1.3	Forms of Securities	104	White
	Part C2: Pricing Data		
C2.1	Pricing Instructions	116	Yellow
C2.2	Bills of Quantities	120	Yellow
C2.3	Daywork Schedule	122	Yellow
	Part C3: Scope of Work		
C3.1	Description of Work	128	Blue
C3.2	Engineering	129	Blue
C3.3	Procurement	129	Blue
C3.4	Construction	130	Blue
C3.5	List of Drawings	133	Blue
C3.6	Project Specifications	134	Blue
C3.7	Generic Specifications	177	Blue
Part C4:	Site Information	211	Green
Part C5:	Annexures	214	White
	Annexure A: OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO. 85, 1993)		
	Annexure B: EPWP LABOUR FORMS		
	Annexure C: GEOTECHNICAL REPORT		
	Annexure D: BID CHECKLIST		

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

MOGALE CITY LOCAL MUNICIPALITY



THE TENDER:

PART T1: TENDERING PROCEDURES

PART T1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to Tender

MDB1



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MOGALE CITY LOCAL MUNICIPALITY					
BID NUMBER:	IEM (P) 01/2022	CLOSING DATE:	08 September 2021	CLOSING TIME:	11:00
DESCRIPTION	TENDERS ARE HEREBY INVITED FROM COMPETENT CIVIL ENGINEERING CONTRACTORS WITH A CIDB GRADING OF 4CE FOR THE KAGISO REGIONAL PARK PHASE 2				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
Mogale City Civic Centre					
Corner Commissioner and Market Streets					
Mogale City					
Krugersdorp					
1740					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE					

SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED	NOT APPLICABLE	TOTAL BID PRICE	NOT APPLICABLE
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain Management	CONTACT PERSON	Thapelo Motshoane
CONTACT PERSON	Ofentse Matsose	TELEPHONE NUMBER	(011) 951 2002/ 081 415 0127
TELEPHONE NUMBER	(011) 951 2541 / 2014/2177	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	thapelo.motshoane@mogalecity.gov.za
E-MAIL ADDRESS	ofentse.matsose@mogalecity.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
<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. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</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>
2. TAX COMPLIANCE REQUIREMENTS
<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>
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
<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>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.</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: Friday 06 August 2021
 TENDER NO: IEM (P) 01/2022

MOGALE CITY LOCAL MUNICIPALITY

Tenders are hereby invited for the following Office: Public Works Roads & Transport: Roads & Transport.

TENDER NO: IEM (P) 01/2022

TENDERS ARE HEREBY INVITED FROM COMPETENT CIVIL ENGINEERING CONTRACTORS WITH A CIDB GRADING OF 4CE FOR THE KAGISO REGIONAL PARK PHASE 2.

Adjudication: 80/20

Tenders will be evaluated using functionality evaluation criteria of **24 points** of which the contractor is required to score the minimum of **10 points** in order to be considered for further evaluation. Tenders will be evaluated using the **80/20** preference point system which awards **80 points for Price** and **20 points for attaining the BBBEE status level of contribution** in accordance with the table below:

BBBEE Status level of contributor	Number of points(80/20 system)
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non –compliant contributor	0

Available Tender Document : tender document must be downloaded from mogalecity website at www.mogalecity.gov.za or www.etenders.gov.za

Technical Enquiries: Thapelo Motshoane

(011) 951 2002/ 081 415 0127

thapelo.motshoane@mogalecity.gov.za

Sandile Mnguni

(011) 615 2302

sandile@2mcccons.co.za

Tender Documents: Ofentse Matsose

(011) 951 2541 / 2014/2177

ofentse.matsose@mogalecity.gov.za

Documents available: As from **10 August 2021** during office hours, from the Reception Desk of Supply Chain Management Unity situated on the upper level of the West Wing; Mogale City Civic Centre, Corner of Commissioner and Market Street in Krugersdorp (011 951-2014/2016)

Closing date: **08 September 2021** Time: **11h00** Tender Box: 01

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

COMPULSORY TENDER DOCUMENTS:

1. **Tax Clearance Certificate and Tax Compliance Status documents with Pin.**
Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin
2. **copies of their BEE certificates from an accredited BEE verification agency with their tender submission or certified sworn Affidavit.**
3. **copies of directors ID.**
4. **Copy of latest municipal account which is not more than 3 months old at the time of closing.**
5. **The bidding entity as well as all its directors must submit Municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, which must stipulate the responsibility of payment of municipal services.**
5.1 **If the responsibility of payment of municipal services is that of the tenant/lessee, please provide proof of payment of those services.**
6. **If the bidding Entity is operating in a place/family and not responsible for municipal account, the bidder entity/ Director must submit a sworn affidavit.**
7. **Central Supplier Database (CSD) registration summary report**
8. **Completed and Signed Schedule of Quantities**
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. **MBD1: Invitation to tender**
11. **MBD 4. Declaration of Interest.**
12. **MBD 6.1 Preferential Points**
13. **MBD 8: Declaration of bidders past supply chain management practices**
14. **MBD 9: Certificate of independent bid determination.**

BIDDING TENDER CONDITIONS:

15. All suppliers of goods & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ www.csd.gov.za
16. 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, excluding instances mentioned in paragraph 3.3, are registered on the CSD prior to award letter/purchase order/signed contract being issued.
17. According to the amended Codes of Good Practice, an *Exempted Micro Enterprise (EME)* is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R10 million or less and level of Black ownership to claim BEE points
18. According to the amended Codes of Good Practice, Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies Intellectual Property Commission (CIPC) confirming their annual turnover of R50 million or less and level of Black ownership to claim BEE points.
19. A trust, consortium or joint venture will qualify for points for the BBBEE status level as a legal entity, provided that the entity submits their consolidated BBBEE status level certificate. If a bidder does not submit a certificate substantiating the BBBEE status level of contribution/ and Affidavit or is a non-compliant contributor, such bidder will score 0 out of the maximum of 10 points for BBBEE.
20. 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.
21. No late tender will be accepted.
22. Telefax or e-mail tenders will not be accepted.
23. Service providers shall initial each and every page of the tender document.
24. Tenders may only be submitted on the bid documents as provided by Mogale City. The use of tipp-ex is not allowed on the bid documents. Bids completed in pencil will be regarded as invalid bids. No page(s) may be removed from the original tender document

25. Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the tender document;
26. In the event of a mistake having been made it shall be crossed out in ink and be accompanied by a full signature at each and every alteration.
27. The Municipality reserves the right to reject the Bid if corrections are not made in accordance with the above.
28. 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.
29. The validity period for this tender is ninety (90) days.
30. A Corporate social responsibility contribution of one (1) 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.
31. The Municipality reserves the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations
32. The Municipality reserves the right to appoint and not to appoint. In addition, this tender may be awarded to more than one service provider.
33. All tender prices must be inclusive of VAT.
34. **This tender may be awarded to more than one service provider(s).**
35. Tender documents may be downloaded from e-tender portal at www.etenders.gov.za or www.mogalecity.gov.za.

**MR PRINGLE RAEDANI
MUNICIPAL MANAGER**

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

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

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

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

T1.2.2 Tender Data

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

The additional Conditions of Tender are:

Clause Number	Tender Data
F.1.1	The Employer is, Mogale City Local Municipality
F.1.2	<p>The tender documents issued by the Employer comprise of:</p> <p>Part T1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data</p> <p>Part T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p>Part C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Forms of Securities</p> <p>Part C2: Pricing Data C2.1 Pricing Instructions C2.2 Bill of Quantities</p> <p>Part C3: Scope of Work C3.1 Description of the Works C3.2 Engineering C3.3 Procurement C3.4 Construction C3.5 Management of the Works C3.6 Project Specifications C3.7 Health and Safety Specifications C3.8 Environmental Management During Construction</p> <p>Part C4: Site Information C4.1 Site Information C4.2 Drawings</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 : Sandile Mnguni</p> <p>Company Name : 2MC Consulting Engineers</p> <p>Address : 12 Bradford Road, Bedfordview, 2007</p> <p>Telephone : (011) 615 2302</p> <p>Facsimile : N/A</p> <p>Email Address : sandile@2mccons.co.za</p>
F.1.5	<p>The Employer's right to accept or reject any tender offer:</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>Data pertaining to targeted procurement</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>Corporate Social Responsibility</p> <p>A 1% 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>Eligibility Criteria and Requirements</p> <p>CIDB Registration and Grading:</p> <ol style="list-style-type: none"> 1) Only tenderers who are registered with the CIDB or have a sub-contractor registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE class of construction work, are eligible to submit tenders. 2) Only the following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders: contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE class of construction work; and 3) Joint ventures are eligible to submit tenders provided that: <ol style="list-style-type: none"> i) Every member of the joint venture is registered with the CIDB; ii) The lead partner has a contractor grading designation in the 4CE class of construction work; and iii) The combined contractor grading designation calculated in accordance with the CIDB Regulation is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 4CE class construction work. 4) Information to be submitted with the tender: <p>The tenderer shall submit CV's of the management and key staff submitted in this tender document that will be employed to carry out this project, together with satisfactory evidence that such staff members satisfy the eligibility requirements.</p>

Clause Number	Tender Data
F.2.7	<p>The arrangements for the compulsory Project Briefing Session are: Date: Refer to Invitation to Tender Venue: Refer to Invitation to Tender Enquiries may be directed to Sandile Mnguni Tel: (011) 615 2302/064 515 6270 Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.13.	<p>The tenderer must submit one tender offer only in a sealed envelope. The Employer's address for delivery of tender offers and identification details to be shown on the tenderer's offer package are: Location of tender box: Reception desk of the Supply Chain Management Unit upper level of the West Wing of the Mogale City Civic Centre Physical Address: Corner Commissioner and Market Street in Krugersdorp. Identification Details: Tender reference number, Title of Tender Closing date and time of the tender, Tenderer's name, his authorised representatives name, Postal address and telephonic contact numbers</p>
F.2.13.6	This tender will be submitted as a 1 envelope tender document
F.2.13.10	<p>Additional Clause: All annexures (for the Returnable Schedules) must be submitted in a separately bound document together with the tender document.</p>
F.2.15.1	<p>Refer to the Invitation to Tender for the closing time for submissions of the tender offers. No late submissions will be considered. Telephonic, telegraphic, telex, facsimile or emailed submission offers will not be accepted.</p>
F.2.16	<p>All Bids shall remain valid for a period of one hundred and twenty (120) days after the time and date set for the opening of Bids, or until the tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the tenderer may be requested in writing, to extend the validity of this tender for a specific period. The written approval of the tenderer must then be received before the lapsing of the original validity period, in order to remain valid.</p>
F.2.23	<p>The Tenderer must provide the following with his submitted bid document.</p> <ul style="list-style-type: none"> 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 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 Financial Capacity T2.2.15 Schedule of Proposed Subcontractors T2.2.16 Rates for Special Materials T2.2.17 Certificate of Tenderers Attendance at the Clarification Meeting T2.2.18 Tax Clearance Certificate T2.2.19 Declaration of Good Standing Regarding Income Tax T2.2.20 B-BBEE Certification T2.2.21 Certificate of Contractors Registration issued by the Construction Industry Development Board T2.2.22 Municipal Accounts T2.2.23 Occupational Health and Safety Questionnaire

Clause Number	Tender Data
F.2.23	Failure to submit the required returnable schedules will deem the bid as non-responsive. Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.
F.3.4	Opening of tender submissions: Tenders will be opened in public. Tender names and total prices, where practical will be read out.
F.3.8	Tenders will be deemed non-responsive if the following conditions are not met: <ul style="list-style-type: none"> • The contractors fails to comply with the pre-qualification criteria for preferential procurement. • The contractors fails to meet the minimum qualifying score for functionality evaluation criteria for a tender • The contractors fails to submit a valid CIDB certificate
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and preference. Although quality does not determine the award, quality will be evaluated first (as outlined below) and if the tenderer does not meet the minimum quality criteria he/she will be eliminated and the tender will not be evaluated further.
F.3.11.3	Tenders are to be evaluated on the basis of an 80/20 system, 80 points for price and 20 points for attaining the Broad Based Black Economic Empowerment (BBBEE) status level of contribution. The below mentioned criteria regarding Functionality are required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to "scope of work". <u>Bid Criteria:</u> Failure to comply with the following listed conditions will lead to non-compliance, bidders will be rejected after this phase and will not continue to the price scoring stage: <ol style="list-style-type: none"> 1. Failure to achieve the minimum total score of 11 points out of 27 points 2. Failure to score the minimum points in each Criteria section (A, B, C) listed in the table below. If the bidder achieves a total score equal to or above the minimum of 10 points but fails to reach the minimum points stipulated for each criteria (A, B, C) the bid will be deemed as non-compliant and will be rejected.

1. EVALUATION CRITERIA

- The below mentioned criteria regarding Functionality is required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to specifications.
- Non-compliant bidders will be rejected after this phase and not continue to price scoring. These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on Price

	Description of quality criteria & Sub-criteria	Max Points	Min Points			
1	Capacity to execute work i.t.o Infrastructure and Resources Available Plant & tools. Provide proof of ownership /documentation (Registration Document) or Letter of Intent/Agreement from Hiring Company is required to score a point.	8	4			
	Plant / equipment			Points Owned – if proof of ownership	Points Hire – if letter of intent is attached	
	TLB (1)			2	1	
	Bomag 70 Roller (1)			2	1	
	Light Delivery Vehicle (2)			2	1	
	6m3 Tipper Truck (1)			2	1	
2	Key Personnel/Project Team (The personnel as listed must be the site team and may not be changed at time of implementation without prior notice to the Client (MCLM) – CV template must be completed for each team member. Attach certified copies of qualifications.	9	3			
	JOB Description			Qualification	Experience	Total Points
	Site Agent/Manager			National Diploma/National N Diploma Civil Engineering/Building Certificate / Higher	3 years (1 point) 4 - 5years (2 points) 6 and more years (3 points)	3
	General Foreman			Civil Engineering/Building Short Courses Certificate / Higher	2 years (1 point) 3 years (2 points) 4 and more years (3 points)	3
	Occupational Health & Safety Officer	OHS Qualification with a valid SAMTRAC certificate and professional registration with SACPCMP	1 year (1 point) 2 years (2 points) 3 years (3 points)	3		
3	Previous experience – similar project experience as the work tendered. Appointment Certificates/Orders and Completion Certificates to be attached.	10	4			
	Projects Listed with evidence, completion certificates / Reference letters provided			Total Points		
	(2 project of the value of R1m to R1.9m each)			4 point		
	(2 projects of the value of R2m to R2.9m each)			8 points		
	(2 projects of the value of R3m and above each)	10 points				

The maximum number of points that can be scored	27	11
For the purpose of comparison and in order to ensure a meaningful evaluation, bidders are requested to furnish detailed information on substantiation of compliance to the evaluation criteria. The service provider should at least score a minimum of 11 points out of the 27 points in order to be considered in the next evaluation phase.		

- The purpose of the comparison is to ensure a meaningful evaluation; bidders are requested to furnish detailed information of substantiation of compliance to the evaluation criteria. The service provider should at least score the minimum of 8 points out of the 14 points in order to be considered to the next evaluation phase.
If any criterion is rated zero points, the tenderer will be rejected, even if the required 8 out of 14 points are achieved.

T1.2.3 Annex 1

Standard Conditions of Tender

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

F.1 General

F.1.1 Actions

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

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

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

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

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

F.1.2 Tender Documents

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

F.1.3 Interpretation

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

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

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

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

F.1.4 Communication and Employer's Agent

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

F.1.5 Cancellation and Re-Invitation of Tenders

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

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

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

F.1.6 Procurement Procedures

F.1.6.1 General

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

F.1.6.2 Competitive Negotiation Procedure

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

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

in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

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

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

F.1.6.3 Proposal Procedure Using the Two Stage-System

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's Obligations

F.2.1 Eligibility

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

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

F.2.2 Cost of Tendering

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

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

F.2.3 Check Documents

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

F.2.4 Confidentiality and Copyright of Documents

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

F.2.5 Reference Documents

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

F.2.6 Acknowledge Addenda

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

F.2.7 Clarification Meeting

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

F.2.8 Seek Clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the Tender Offer

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

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

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

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

F.2.11 Alterations to Documents

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

F.2.12 Alternative Tender Offers

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

well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

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

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

F.2.13 Submitting a Tender Offer

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

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

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

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

F.2.13.5 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 proposal. Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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 one-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.

APPLICATION

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

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

3. An organ of state must-

(a) determine and stipulate in the tender documents-

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

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

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

Paragraph (f) of the definition of organ of state in section 1 of the Act includes any other institution or category of institutions included in the definition of "organ of state" in section 239 of the Constitution and recognised by the Minister by notice in the *Government Gazette* as an institution or category of institutions to which the Act applies. Government Notice R. 501 of 8 June 2011 recognises, with effect from 7 December 2011, all public entities listed in Schedules 2 and 3 to the Public Finance Management Act, 1999, as institutions to which the Act applies. Note should be taken of notices issued from time to time in terms of paragraph (f) of this definition

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

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

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

- (c) determine whether the goods or services for which a tender is to be invited, are in a designated sector for local production and content as envisaged in regulation 8;
- (d) determine whether compulsory subcontracting is applicable to the tender as envisaged in regulation 9; and
- (e) determine whether objective criteria are applicable to the tender as envisaged in regulation 11.

PRE-QUALIFICATION CRITERIA FOR PREFERENTIAL PROCUREMENT

- 4.(1) If an organ of state decides to apply pre-qualifying criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond-
- (a) a tenderer having a stipulated minimum B-BBEE status level of contributor;
 - (b) an EME or QSE;
 - (c) a tenderer subcontracting a minimum of 30% to-
 - (i) an EME or QSE which is at least 51% owned by black people;
 - (ii) an EME or QSE which is at least 51% owned by black people who are youth;
 - (iii) an EME or QSE which is at least 51% owned by black people who are women;
 - (iv) (iv) an EME or QSE which is at least 51% owned by black people with disabilities;
 - (v) (v) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
 - (vi) a cooperative which is at least 51% owned by black people;
 - (vii) (vii) an EME or QSE which is at least 51% owned by black people who are military veterans;
 - (viii) an EME or QSE.
- (2) A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

F.3.11 Evaluation of Tender Offers

F.3.11.1 General

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

TENDERS TO BE EVALUATED ON FUNCTIONALITY

- 5.(1) An organ of state must state in the tender documents if the tender will be evaluated on functionality.
- (2) The evaluation criteria for measuring functionality must be objective.
 - (3) The tender documents must specify-

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

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

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

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

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

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

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

Where

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

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

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

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

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

- (3) A tenderer must submit proof of its B-BBEE status level of contributor.
- (4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but-
- (a) may only score points out of 80 for price; and
- (b) scores 0 points out of 20 for B-BBEE.
- (5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- (6) The points scored by a tenderer for B-BBEE in terms of subregulation (2) must be added to the points scored for price under subregulation (1).
- (7) The points scored must be rounded off to the nearest two decimal places.
- (8) Subject to subregulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.
- (9)(a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
- (c) The organs of state may-
- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
- (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
- (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph

(b)(iii), the organ of state must cancel the tender.

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

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

Where-

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

Where

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) The organs of state may-

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

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

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

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

F.3.11.6 Decimal places

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

F.3.11.7 Scoring Price

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

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

Where

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

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

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

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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring functionality

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

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

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

Where:

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

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

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F.3.16 Notice to unsuccessful tenderers

- F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.
- F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.
- F.3.17** **Provide copies of the contracts**
- Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
- F.3.18** **Provide written reasons for actions taken**
- Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.
- F3.19** **Transparency in the procurement process**
- F3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.
- F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.
- F3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.
- F3.19.4** The client must publish the information on a quarterly basis which contains the following information:
- Procurement planning process
 - Procurement method and evaluation process
 - Contract type
 - Contract status
 - Number of firms tendering
 - Cost estimate
 - Contract title
 - Contract firm(s)
 - Contract price
 - Contract scope of work
 - Contract start date and duration
 - Contract evaluation reports
- F3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
- F3.19.6** Consultative Forum must be an independent structure from the bid committees. F3.19.7 The information must be published on the employer's website.
- F 3.19.8** Records of such disclosed information must be retained for audit purposes.

MOGALE CITY LOCAL MUNICIPALITY



THE TENDER:

PART T2: RETURNABLE DOCUMENTS

PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:

- T2.2.1 Record of Addenda to Tender Documents
- T2.2.2 Compulsory Enterprise Questionnaire
- T2.2.3 Authority of Signatory
- T2.2.4 MCLM Corporate Social Responsibility
- T2.2.5 Proposed Amendments and Qualifications
- T2.2.6 Declaration of Interest
- T2.2.7 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 Financial Capacity
- T2.2.15 Schedule of Proposed Subcontractors
- T2.2.16 Rates for Special Materials
- T2.2.17 Certificate of Tenderers Attendance at the Clarification Meeting
- T2.2.18 Tax Clearance Certificate
- T2.2.19 Declaration of Good Standing Regarding Income Tax
- T2.2.20 B-BBEE Certification
- T2.2.21 Certificate of Contractors Registration issued by the Construction Industry Development Board
- T2.2.22 Municipal Accounts
- T2.2.23 Occupational Health and Safety Questionnaire

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

T2.1.1 Check List for Tender Submission

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

SECTION	DESCRIPTION	COMPLETED		FOR OFFICE USE		
		YES	NO	YES	NO	COMMENT
Cover	Cover page completed with Tenderer's details					
T2.2.1	Record of Addenda to Tender Documents					
T2.2.2	Compulsory Enterprise Questionnaire					
T2.2.3	Authority of Signatory					
	Attached certified copy of resolution					
T2.2.4	MCLM Corporate Social Responsibility					
	Attached CM29					
T2.2.5	Proposed Amendments and Qualifications					
T2.2.6	Declaration of Interest					
	Attach proof of authority if required					
T2.2.8	Preference Points Claim Form					
T2.2.9	Declaration of Bidders Past Supply Chain Management Practices					
T2.2.10	Certificate of Independent Bid Determination					
T2.2.11	Capacity to Execute Work					
	Letter of intent/agreement from hiring company					
T2.2.12	Key Personnel/Project Team					
	CV's and qualifications attached					
T2.2.13	Previous Experience					
	Completion certificates/verification letter of successful completion by client attached					
T2.2.14	Financial Capacity					
	Bank rating certificate attached in separate bound document					
T2.2.15	Schedule of Proposed Sub-Contractors					
T2.2.16	Rates for Special Materials					
T2.2.17	Certificate of Tenderers Attendance at the Clarification Meeting					
T2.2.18	Tax Clearance Certificate					
	Original tax clearance certificate attached in separate bound document or Tax compliance Pin number					
T2.2.19	Declaration of Good Standing Regarding Tax Income					
T2.2.20	B-BBEE Certificate					
	Sworn Affidavit					
T2.2.21	Certificate of Contractors Registration issued by the Construction Industry Development Board					
	CIDB certificate attached					
T2.2.22	Municipal Accounts					
	Accounts attached					
T2.2.23	Occupational Health and Safety Questionnaire					
	Attach:					
	Management structure & organogram					
	Human resource plan Letter of good standing COID Insurance					

PART T2: RETURNABLE DOCUMENTS

T2.2 Returnable Schedules

T2.2.1 Record of Addenda to Tender Documents

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

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

T2.2.2 Compulsory Enterprise Questionnaire

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

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

Section 1: Name of enterprise:		
Section 2: VAT registration number, if any:		
Section 3: CIDB registration number, if any:		
Section 4: Particulars of sole proprietors and partners in partnerships		
Name*	Identity number*	Personal income tax number*
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners		
Section 5: Particulars of companies and close corporations		
Company registration number		
Close corporation number		
Tax reference number		
Section 6: Turnover – Approximate turnover for each of the past three years		
Year 2016	R.	.....
Year 2017	R.	.....
Year 2018	R.	.....
Anticipated turnover for 2019 R.		
Section 7: Management and manpower resources		
Number of Supervisors		
Number of Labourers		
Number of Operators		
Other Personnel (Specify)		
Total number permanent employees		
Total number contract employees		

Signed

Date

Name

Position

Tenderer

T2.2.3 AUTHORITY FOR SIGNATORY

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

T2.2.3.1 Companies / Close Corporations

FORM TO BE COMPLETED:

"By resolution of the board of directors or meeting of members passed on ,
(Mr/Me.)..... has been duly authorised to sign all documents in connection
with the Bid for *Contract number*..... and any Contract, which may arise there from
on behalf of the Bidding Entity, namely,.....

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

IN HIS/HERS CAPACITY AS:

DATE:

AUTHORISED PERSON'S SPECIMEN SIGNATURE:

AUTHORISED PERSON'S SPECIMEN INITIAL:

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

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

*AND/OR

*AND/OR

* DELETE WHICH IS NOT APPLICABLE

AS WITNESS: 1.

T2.2.3.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

FORM TO BE COMPLETED:

This Returnable Schedule is to be completed by joint ventures.

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

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner CIDB registration no		Signature. Name Designation.....
CIDB registration no		Signature. Name Designation.....
CIDB registration no		Signature. Name Designation.....
CIDB registration no		Signature. Name Designation.....

Signed

Date

Name

Position

As Witness

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

The parties hereto form a Joint Venture for the purpose of jointly bidding and obtaining the award of contract for “KAGISO REGIONAL PARK PHASE 2” (hereinafter called the “Project”) and of jointly performing such contract under joint and several responsibility.

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

Full Name and address of Lead enterprise

.....%

.....

Full Name and address of 2nd enterprise

.....%

.....

Full Name and address of 3rd enterprise

.....%

.....

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

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

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

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

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

The contract has been awarded to another bidder

or

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

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

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

Authorised Signature Lead Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 2nd Partner.....

Name

Designation

Signed at..... on

Authorised Signature of 3rd Partner.....

Name

Designation

Signed at..... on

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



T2.2.4 MCLM Corporate Social Responsibility

Mogale City Corporate Social Responsibility

In terms of Mogale City Corporate Responsibility, non Mogale City based Services Providers will contribute 1% of the Contract value to Mogale City.

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

Please provide your registered address:

.....

.....

.....

Please indicate if you are 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 one percent (1%) on all payment made.

Signed

Date

Name

Position

Tenderer

T2.2.5 Proposed Amendments and Qualifications

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

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

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

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

T2.2.6



MBD 4

DECLARATION OF INTEREST

- 1. No bid will be accepted from persons in the service of the state¹.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, hareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

¹MSCM Regulations: "in the service of the state" means to be –

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

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

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:
.....
.....

1 4. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS.
2

Full Name	Identity Number	State Employee Number

3
4
5
6
7
8
9
10
11
12
13
14
15

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

Municipality 1		Municipality 2	
Consultant		Contractor	

16



MBD 6.1

MOGALE CITY LOCAL MUNICIPALITY

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - 80/20 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND UPTO TO 50 MILLION (all applicable taxes included); and
 - 90/10 PREFERENCE POINT SYSTEM FOR ACQUISITION OF GOODS, SERVICES AND WORKS WITH RAND VALUE ABOVE R50 MILLION (all applicable taxes included).
- 1.2 The value of this bid is estimated not to exceed R50Million (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
- 1.4 (a) PRICE
(b)B-BBEE Status Level of Contribution.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20

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

2. DEFINITIONS

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

Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- (r) “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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

6. BID DECLARATION

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

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

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

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

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

SUBCONTRACTING AS CONDITION OF TENDER

9.(1) If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.
(2) If an organ of state applies subcontracting as contemplated in subregulation (1), the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-
(a) an EME or QSE;
(b) an EME or QSE which is at least 51% owned by black people;
(c) an EME or QSE which is at least 51% owned by black people who are youth;
(d) an EME or QSE which is at least 51% owned by black people who are women;
(e) an EME or QSE which is at least 51% owned by black people with disabilities;
(f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
(g) a cooperative which is at least 51% owned by black people;
(h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
(i) more than one of the categories referred to in paragraphs (a) to (h).
(3) The organ of state must make available the list of all suppliers registered on a database approved by the National Treasury to provide the required goods or services in respect of the applicable designated groups mentioned in subregulation (2) from which the tenderer must select a supplier.

9. DECLARATION WITH REGARD TO COMPANY/FIRM

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

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

9.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

10. **Previous experience**

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

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

10.1 Staffing Profile

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

Name	Position in your organization	Qualifications	Experience

10.2 Infrastructure and resources available to execute this contract

10.2.1 Physical facilities

Description	Address	Area (m ²)

10.3 Plant and equipment

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

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

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

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

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: IEM (P) 01/2022

TENDER: KAGISO REGIONAL PARK PHASE 2

T2.2 Returnable Schedules

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

**T2.2.9 DECLARATION OF TENDERER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES
MBD 8**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <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)? (To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

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

T2.2.10



MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

T2.2.11 Capacity to Execute Work

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

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

DESCRIPTION, SIZE, CAPACITY	NUMBER

Attach additional pages if more space is required.

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

DESCRIPTION, SIZE, CAPACITY	NUMBER

Attach additional pages if more space is required.

Signed Date

Name Position

Tenderer

T2.2.12 Key Personnel/Project Team

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

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

Designation	Name of Nominee	Nationality	Summary of		HDI Status Yes/No	NQF 5 Certified Yes/No
			Qualifications	Experience and Present Occupation		
Site Agent / Manager						
Qualified Electrician						
Foreman						
Safety Agent						
Other (Indicate)						

Signed Date

Name Position

Tenderer

CV Template

Provide separate CV's for each personnel listed in schedule: T2.2.12 Key Personnel/Project Team. The CV's must be **attached in the separately bound document with all the returnable schedules.**

Qualified Technician

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

Certification:

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

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

.....
Date

CV Template

Provide separate CV's for each personnel listed in schedule: T2.2.12 Key Personnel/Project Team. The CV's must be **attached in the separately bound document with all the returnable schedules.**

Safety Agent

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

Certification:

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

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

.....
Date

T2.2.13 Previous Experience

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

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

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

THE FOLLOWING TABLE MUST BE COMPLETED

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

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

PROJECT 3					
------------------	--	--	--	--	--

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

PROJECT 4					
Name 1:	Name 1:	Related Works:			
Tel:	Tel:	Description:			
Email:	Email:				
Name 2:	Name 2:				
Tel:	Tel:				
Email:	Email:				

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

T2.2.14 Financial Capacity

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

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

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

BANK DETAILS

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

I/we also hereby acknowledge that the bank details as given can be verified independently by Mogale City Local Municipality’s appointed Consultant on the Project:

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

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

Tender Amount R_____ Construction Period: _____ (months)

To be completed by the Bank

_____	_____	_____
Initials & Surname (Bank Official)	Signature (Bank Official)	Date
_____	<u>Date Stamp of Bank Certified as Correct</u>	
Telephone Number (Bank Official)		

Bank Code based on Tender Amount & Construction Period		

Confidential

Confidential

T2.2.15 SUBCONTRACTING AS CONDITION OF TENDER

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

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

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

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

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

Schedule of Proposed Sub-Contractors

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

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

Signed

Date

Name

Position

Tenderer

SUBCONTRACTING AFTER AWARD OF TENDER

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

T2.2.16 Rates for Special Materials

Tenderer to Specify

SPECIAL MATERIAL	UNIT*	RATE OR PRICE FOR THE BASE MONTH
CPIX WILL BE APPLICABLE NO ADDITIONAL ALLOWANCE		

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

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2.17 Certificate of Tenderers Attendance at the Clarification Meeting

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

representative of (Tenderer).....

.....

of (address).....

.....

.....

Telephone number

Fax number

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

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

SIGNATURE OF TENDERER'S REPRESENTATIVE:

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

T2.2.19 Declaration of Good Standing Regarding Income Tax

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

SOUTH AFRICAN REVENUE SERVICE

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

Attach original Tax Clearance Certificate to this page

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

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

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

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

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature and Stamp

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full name and surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration number	
Enterprise Address	

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

100% Black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%,	(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature and Stamp

T2.2.20 B-BBEE Certification

Tenderers Company Name	
B-BBEE Level	
Expiry Date	

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

Signed Date

Name Position

Tenderer

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

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

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

Tenderers Company Name	
CIDB Registration Number	
Contractors Grading	

Signed Date

Name Position

Tenderer

T2.2.22 MUNICIPAL ACCOUNTS

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

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

Tenderers Company Name	
Municipal Account Holder / Lease Agreement	
Account Holders Position in Company	
Municipal Account Number	
Stand number	

Signed Date

Name Position

Tenderer

ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION SUMMARY REPORT**T2.2.23 Occupational Health and Safety Questionnaire**

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

2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?			
2.4	Does this training include the selection, use and care of personal protective equipment?			
2.5	What refresher training is provided and at what intervals? Please list examples.			
	Course Title	Target audience	Interval	
2.6	Has the person(s) allocated as your SHE advisor followed specific SHE training? Please list most recent courses.			
	Does this include refresher training?			
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES		YES	NO
3.1	Do you have a system for establishing SHE specifications as part of the assessment of goods, materials and services? Please describe.			
3.2	Do you have a system, which ensures that all statutory inspection of plant and equipment are carried out? Please give examples of plant/equipment covered.			
3.3	Is there record of inspection? Where is it kept? Are you able to supply copies of these inspection records if required?			
3.4	Is plant and equipment, which has been inspected, identified as being safe to use?			
3.5	Do you evaluate the SHE competence of all sub-contractors? Please describe how this is achieved and how the results are monitored.			
4.	SHE INSPECTIONS		YES	NO
4.1	Are periodic work inspections carried out by first line supervisors or your General Safety Regulation 11(1) appointee?			
4.2	Are records of these inspections kept and available?			

4.3	During the inspections, are supervisors required to check that safety rules and regulations (including personal protective equipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and remedial actions formally monitored? Please provide examples of the above.		
5.	RULES AND REGULATIONS	YES	NO
5.1	Do health and safety rules and regulations exist for personnel and sub-contractors? Do these cover:		
	• General rules		
	• Project rules		
	• Specific task rules		
5.2	Do these rules include permit to work system (as applicable)		
5.3	Do you have experience of project SHE plans? Please give examples of where these have been used.		
5.4	Do you have a formal company guideline for holding pre-contract health and safety meetings with the client?		
6	RISK MANAGEMENT	YES	NO
6.1	Have the following, involved in the execution of your work, been identified?		
	• Hazards affecting health and safety?		
	• The groups of people who might be affected?		
	• End evaluation of the risk from each significant hazard?		
	• Whether the risks arising are adequately controlled?		
6.2	Are these findings and assessments recorded?		
6.3	How often are they reviewed? Please list the time frame, eg. Years		
6.4	For what processes/risk is personal protective equipment issued?		
	Process/Risk	Type of PPE	
6.5	Do you have a copy of the issue lists for PPE available on request?		
7	EMERGENCY ARRANGEMENTS	YES	NO
7.1	How do you manage your arrangements for dealing with emergencies?		

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

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

The following documentation should also be provided with the tender:

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

Declaration

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

Signed

Date

Name

Position

Tenderer

MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C1: AGREEMENTS AND CONTRACT DATA

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.1.1 Form of Offer

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

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

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

Tender No : **PWRT (R&T) 19/2018**

Description of Works : THE DEVELOPMENT OF KAGISO REGIONAL PARK PHASE 2

The Tenderer, identified in the Offer signature block, has examined the General and the Special Conditions of Contract, Specifications, Drawings, and Schedule of Quantities for the works: **THE DEVELOPMENT OF KAGISO REGIONAL PARK PHASE 2** We offer to construct, complete and remedy any defects in the said Works in conformity with the General and the Special Conditions of Contract, Specifications, Drawings and Schedule of Quantities, save as amended by Alterations by Tenderer (if any) attached hereto, for the sum of:

Description	Tendered Amount	VAT @ 15%	Amount (Incl. VAT)
KAGISO REGIONAL PARK PHASE 2			

In words R.....

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

Our proposed construction period as from site handover:

Description	Construction Period
KAGISO REGIONAL PARK PHASE 2	6 Months

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 2001
 - Declaration of interest
 - Contract Data
 - Special Conditions of Contract;
 - Pricing schedule(s)
 - Scope of Works
 - Site Information
 - ii) General Conditions of Contract; (GCC 2015) and
 - iii) Drawings
 - iv) Annexures
 - v) Addendums
 - vi) Other

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

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

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

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

5. I/We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract. I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix adjusted in terms of the Contract.

6. The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer’s Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in 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>WITNESSES</p> <p>1.</p> <p>2.</p> <p>Date:</p>

C1.1.2 Form of Acceptance

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

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

1. We in our capacities as:

<u>Department</u>	<u>Name</u>	<u>Signature</u>
Executive Manager Infrastructure Services	.....	.....

accept your tender under reference number **PWRT (R&T) 19/2018 - THE DEVELOPMENT OF KAGISO REGIONAL PARK PHASE 2** indicated hereunder and/or further specified in the SCHEDULE(s).

- 2. An official order/ Letter of Appointment indicating delivery instructions are forthcoming.
- 3. I undertake to make payment for the goods/works delivered/constructed in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the Payment Certificate.

Description	Contract Value (Incl. VAT) (Arithmetically Correct Tender Amount)	Construction Period 6 Months
KAGISO REGIONAL PARK PHASE 2		

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

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange

the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

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

C1.1.3 Schedule of Deviations

Notes:

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

1 Subject

Details

.....

.....

.....

.....

2 Subject

Details

.....

.....

.....

.....

3 Subject

Details

.....

.....

.....

.....

4 Subject

Details

.....

.....

.....

.....

5 Subject

Details

.....

.....

.....

.....

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from 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:

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

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

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

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

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

C1.1.2 Annex 1

	Clause in GCC 2015	
Special Conditions	1.1	See Special Conditions of Contract of this document
Address of Employer	1.1.1.15	Mogale City Local Municipality P O Box 94 Krugersdorp 1740
Address of Engineer/Appointed Consultant	1.11.16	2MC Consulting Engineers 12 Bradford Road Bedfordview 2007
Address of Contractor	1.1.19	*
Time within which Works to be Commenced	5.3	14 days after Commencement Date
Programme to be furnished within	5.6	At time of Site Handover
Special Risks Insurance & SASRIA	8.6.1.2	Required (Coupon Number to be provided)
Amount of Special Risks Insurance	8.6.1.2	R2 000 000-00
Minimum Amount of Liability Insurance	8.6.1.3	100 per cent on the gross remuneration of the workmen and foreman actually engaged. 100 per cent on nett cost of materials actually used.
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, Heritage day and Youth Day
Estimated Construction Period	5.1	6 Months
Amount of penalty	5.13	R 2 000-00 per calendar day to a max of 10% of the certified value of work.
Delivery of Contractor's final Statement	6.10.8	Within 14 days after certified date of completion of Works

Settlement of disputes to be by reference	10.7	Arbitration - Refer to clause Special Conditions of Contract
Contract Price Adjustment Schedule	6.8.2	Contract Price Adjustment Schedule Once a year based on CPIX (Civil Engineering as per Stats SA PPI)

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

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

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 Mogale City Local Municipality
	1.2.1	The address of the Employer is: Address (physical): Corner Commissioner and Market Street Krugersdorp Address (postal): P.O. Box 94 Krugersdorp 1740 Telephone: (011) 951 2141 Facsimile: (011) 660 9672 e-mail: Thapelo.motshoane@mogalecity.gov.za
Engineer	1.1.16	The name of the Engineer is 2MC Consulting Engineers
	1.2.1	The address of the Engineer is: Address (physical): 12 Bradford Road Bedfordview 2007 Address (postal): P O Box 32752 Braamfontein JHB, 2017 Telephone: (011) 615 2302 Facsimile: e-mail: info@2mccons.co.za

REFERENCE TO:	CLAUSE	DATA
Functions of the Engineer	3.1	<p>If the Engineers is not the Mogale City Local Municipality, he is in terms of his appointment by the Employer, required to obtain the specific approval of the Employer for the execution of the following duties:</p> <ul style="list-style-type: none"> 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 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 iii) The approval of any claim by the Contractor.
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	<p>The Contractor shall also provide proof, that he has paid al contributions required in terms of the provisions of the Act.</p>
Labour costs	4.3	<p>The following minimum labour rates must be used as set by Mogale City Local Municipality:</p> <ol style="list-style-type: none"> 1. Unskilled labourer - R186 / person / day 2. Semi-skilled labourer - R256 / person / day 3. Skilled labourer - R328 / person / day <p>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.</p>
Patent Rights	4.6	<p>The following Subclause 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 Employees	4.10	<p>It is a specific condition of this Tender that the Contractor must employ all unskilled labour from the local communities and as many as possible skilled labour.</p> <p>The requirement that all unskilled labour must be obtained from the local communities does not relieve the Contractor of any of his responsibilities under this clause.</p> <p>Add the following to the clause: "The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.</p> <p>The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he/she is employed for 4 months or more. Proof of compliance will be required from the Contractor prior to the submission of the final payment certificate.</p> <p>All Supervisory Staff of the contractor will be in possession of an associated NQF qualification or certification from an accredited training institution. (Minimum NQF level 2 for supervisory personnel i.e team leaders and safety officer and Project Manager NQF 5). Where personnel are found not to be competent as per their qualification the personnel will be replaced on request of the Engineer/Project Manager.</p>
Contractor's Superintendence	4.12	<p>Add the following new clause: 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 "The Tenderer is to fill in the names of the site agent and foreman in the space provided in Schedule E1."</p>
Commencement of the contract	5.2	<p>"Commencement Date" means the date of receipt by the Contractor of the following:</p> <ol style="list-style-type: none"> 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 Construction/Performance Guarantee Health & Safety File Letter of Appointment of OHS Rep or Officer Letter of Good Standing Workman’s Compensation Prove of submission of Registration of Project at Department of Labour</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	<p>Within 7 days from date of Site Handover.</p>
Special non-working days	5.8.1	<p>The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day, Heritage day and Youth Day</p>

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 Nw = Actual number of days during the calendar month on which a rainfall of Ymm or more has been recorded. Nn = Average number of days, as derived from existing rainfall records provided in the table below on which a rainfall of Ymm or more has been recorded for the calendar month Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the table below. Rw = Actual rainfall in mm for the calendar month under consideration. X = 10 Y = 10</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 $\frac{Rw - Rn}{x}$ shall be considered to represent a fair allowance for variations from the average in the number of days during which rainfall had not exceeded Ymm, but wet conditions had prevented or had disrupted work. The formula does not take into account flood damage which could cause further or concurrent delays, and which should be treated separately as far as extension of time is concerned.</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>

REFERENCE TO:	CLAUSE	DATA
Penalty for Delay	5.13	To a maximum of R 2 000-00 per calendar day to a max of 10% of the certified value of work.
Completion	5.14	36 Months
Completion, Approval Certificates and Defects Liability Period	5.14	Add the following to this Clause: "... and a land surveyor's certificate has been submitted certifying the presence and correctness of all erf and boundary pegs, where applicable." Add the following: However, a Certificate of Completion will not be issued before the contractor hands over a consolidated Health and Safety file that shall include all the specified information.
Defects liability period	5.14.5.2 6.10.5.1	Add to Sub-Clause 5.14.5.2 "In the event of the Contractor not completing all the outstanding work within the period specified by the Engineer in terms of Clause 7.8, the Engineer shall have the right to extend the Period of Maintenance by the additional time taken by the Contractor to complete such outstanding work to the satisfaction of the Engineer. The full retention applicable to the Period of Maintenance shall apply to such extension."
Security	6.2	Within 14 days of Letter of Appointment Add the following to the Clause: "The contract may be awarded to a Subsidiary Company on the condition that the Holding Company shall in addition to the Surety specified, assume responsibility for the due and proper performance of the Works and the fulfilment of the contract, should the Subsidiary Company be unable to do so."
Performance Guarantee Sum	6.2	10 % of total contract amount excluding Contingencies, VAT for the full construction period.
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. 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. Add to the clause: "An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training."
Special Materials	6.8.3	As per Schedule of Special Materials

REFERENCE TO:	CLAUSE	DATA
Vesting of Materials	6.9	Add to Sub-Clause 6.9.1.2 "The Contractor shall where practicable before delivery and, in any event not later than 24 hours after delivery to the site, inform the Engineer of any materials which are not his sole property."
Valuation of material brought onto site	6.9	Add to Clause 6.10.1.5 "Payment for materials on site will only be considered for those materials which are physically on site. Any statement in which a claim for materials on site is included, shall have attached a declaration that the materials listed in the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the pro forma "Transfer of Rights" bound in as an annexure to these Special Conditions of Contract".
Contract Price Adjustment	6.8.2	Once a year based on CPIX (Civil Engineering as per Stats SA PPI)
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
Quality of Construction Equipment	7.1	Add to Sub-Clause 7.1.1 a) Details in writing of all Constructional Plant and Temporary Works which is brought onto site by, or on behalf of, the Contractor for the purpose of the Works, and which is hired, leased or the subject of hire-purchase agreements, together with the names of the hirers, lessors or owners thereof, shall be supplied to the Engineer by the Contractor. b) The Employer may, in order to avoid seizure by the hirer, owner or lessor, at the Employer's option, pay to such hirer, owner or lessor the amount of any overdue instalment, or any other sum payable under the agreement for hire, lease or hire purchase, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law. c) Possession of all Constructional Plant and Temporary Works provided by sub-contractors shall be deemed to vest in the Employer immediately the same is brought onto site, and shall mutatis 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.
Quality of materials and workmanship	7.2	Add to the Clause: "The source of supply of all materials including all stone, sand, gravel or soil or any other natural material required in the execution of the Works shall be located by the Contractor. No material shall be used until it has been approved by the Engineer. "
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	R5 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 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
Total	24 days	654.9 mm

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. Name:									
1.2.1	The address of the Contractor is: Address (physical): Address (postal): Telephone: Facsimile: e-mail:									
6.5.1.2.3	The percentage allowance to cover overhead charges is (max 12%)									
1.1.1.14	The Works are to be completed within days / weeks / months									
6.8.3	The variations in the price of special materials: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Type of special material</th> <th style="width: 15%;">Unit</th> <th style="width: 15%;">Rate or price</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Type of special material	Unit	Rate or price						
Type of special material	Unit	Rate or price								

PART C1: AGREEMENTS AND CONTRACT DATA

C1.3 Forms of Securities

Forms for completion by the contractor

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

- C1.3.1 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.

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:

“Engineer means. **Department: Roads and Transport Services.**

“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

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:
 - 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.
- 15. Our total liability hereunder shall not exceed the sum of

.....(R.....).

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

.....

IN WITNESS WHEREOF this guarantee has been executed by us at on this

..... day of 20.....

Signed at: Date:

Guarantor's Signatory (1):

Capacity:

Guarantor's Signatory (2):

Capacity:

C1.3.2 Written Agreement on Occupational Health and Safety

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

- a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act and Gauteng Provincial Government, Mogale City LM Safety Precautions and Health and Safety Instructions included in the contract documents.
- b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and Gauteng Provincial Government, Mogale City LM safety Precautions and Health and Safety Instructions included in the contract documents will be fully complied with.
- c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves Gauteng Provincial Government, Mogale City LM from itself being obliged to comply with any of the foresaid duties, obligations and prohibitions.
- d) The Contractor agrees that any duly authorized officials of the council shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the Contractor has complied with his undertakings as set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- e) The Contractor shall be obliged to report forthwith in writing to the 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.
- f) Work should not be done at the expense of human safety or health.
- g) Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.

h) The PC shall appoint a fulltime H&S Manager should he have more than 50 employees on site. A fulltime Safety Representative shall be present on site for 50 employees or less

.....
On Behalf of Mogale City Municipality

.....
Date

Witnesses 1.

2......

.....
For The Contractor

.....
Date

Witnesses 1.

2......

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

NOTIFICATION OF CONSTRUCTION WORK

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

11. Name(s) of contractors already chosen.

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

.....
Principal Contractor Date

.....
Client Date

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

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

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

Whereas (the Contractor)

*Company Registration No:

Address:

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

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

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

C1.3.4 Bond for Material on Site

Contract No:

Employer:

Contractor:

Description of Contract:

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

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

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

AT on this day of 20.....

.....
Capacity

Full Address:

.....

.....

As Witnesses:

1.

2.

*Delete whichever is inapplicable

C1.3.5 Ownership of Materials

Contract No:

Employer:

Contractor:

Description of Contract:

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

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

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

AT on this day of 20.....

.....
Capacity

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

As Witnesses:

1.

2.

.....
Signature

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

MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C2: PRICING DATA

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

<p>Name of tenderer</p> <p>Tender number</p>

Offer to be valid for **90** 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 CONSTRUCTION NEW TOILETS, GUARDHOUSE AND LANDSCAPING IN KAGISO REGIONAL PARK.

Required by:	Mogale City Local Municipality
At:	Krugersdorp
Does offer comply with specification?	YES/NO
If not to specification, indicate deviation(s) in:	Schedule A

Any enquiries regarding the tendering procedure may only be directed to:
Ofentse Matsose
Tel: (011) 951 2177/2541

Mr Ofentse Matsose
Supply Chain Management
KRUGERSDORP
Tel: 011 951 2541

Or

For Technical Information:

Mr Michael Stadler (Department: Roads and Transport Services)
Tel: 011 951 2147

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.

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. 10% of Preliminary & general will be applicable per each order. 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.
13. The units of measurement indicated in the schedule of quantities are metric units. The following abbreviations are used in the schedule of quantities:

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

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

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

PART C2: PRICING DATA

C2.2 Bill of Quantities

Item No	SANS Pay Ref		Unit	Quantity	Rate	Amount
		<u>SECTION NO.1</u>				
		<u>BILL NO. 1</u>				
		<u>SECTION 1: PRELIMINARY AND GENERAL</u>				
	SANS 1200A	<u>GENERAL</u>				
		<u>as specified in SANS 1200 A and in the Scope of Work</u>				
	8.3	<u>SCHEDULED FIXED-CHARGE AND VALUE RELATED ITEMS</u>				
1	8.3.1	Contractual requirements			SUM	
	8.3.2	<u>Establishment of Facilities on the Site</u>				
	8.3.2.1	<u>Facilities for Engineer</u>				
2	B 8.2.2	(a) Two Contract nameboards (EPWP)			SUM	
3	B 8.2.3	(b) One furnished office			SUM	
4	8.3.2.2	Facilities for Contractor			SUM	
5	8.3.3	Other fixed-charge obligations			SUM	
6	8.3.4	Removal of site establishment			SUM	
	8.4	<u>SCHEDULED TIME RELATED ITEMS</u>				
7	8.4.1	Contractual requirements			SUM	
	8.4.2	<u>Operation and maintenance of facilities on site for duration of construction</u>				
		Carried Forward			R	
		Section No. 1 Bill No. 1 Preliminaries Prepared by Mogale City Local Municipality				

Brought Forward				R
8.4.2.1	<u>Facilities for Engineer</u>			
8	B 8.2.2	(a) Two Contract nameboards (EPWP)		SUM
9	B 8.2.3	(b) One furnished office		SUM
10	B 5.6	(c) Survey Labourers	LabM 3	
11	8.4.2.2	Facilities for Contractor		SUM
12	8.4.3	Supervision for duration of construction		SUM
13	8.4.4	Company and head office overhead costs for the duration of the contract		SUM
14	8.4.5	Other time related obligations		SUM
15		Remuneration of Community Liaison Officer - (R5,500.00 per month - for 4months).	Item	22,000.00
16		Markup percentage for item above	%	
17		CETA accredited training	Item	49,500.00
18		Allow for stipend during training	Item	4,500.00
19		Markup percentage for items above	%	
8.4.6	<u>Compensation in terms of Clauses 5.12.2.4 and 9.1.4 of the Conditions of Contract for delays incurred:</u>			
20		(a) Plant	S/Day 15	
21		(b) Labour	S/Day 15	
22		(c) Supervision	S/Day 15	
23		(d) Other services, facilities etc not covered by items above	S/Day 15	
Carried Forward				R
Section No. 1 Bill No. 1 Preliminaries Prepared by Mogale City Local Municipality				

		Brought Forward		R
	8.5	<u>PROVISIONAL SUM</u>		
24	8.5.1 (a)	2 Students technicians for the duration of the Contract at R 7500 per month	Item	60,000.00
25	8.5.1 (b)	Security for riots and interruptions by external parties	Item	35,000.00
	8.6	<u>PRIME COST ITEMS</u>		
	8.6.1	<u>Prime Cost Sums (Goods, Services and Materials Required):</u>		
26	8.6.1 (a)	Allowance for acceptance control testing by Engineer (Not for process control testing to be carried out by the Contractor)	Item	15,000.00
27	8.6.1 (b)	Charges Required by the Contractor on item above and for the fulfilment of all obligations	%	
	8.8	<u>TEMPORARY WORKS</u>		
		Clause 17.0 - Contract instructions		
		Site instructions		
		Instructions issued on site are to be recorded in a site instruction book which is to be supplied and maintained on site by the contractor		
		Errata by JBCC		
		Clause 17.1.3 Reference should read "[13.2.4]"		
		<u>Existing services</u>		
28	8.8.4 (c)	(a) Excavate by hand in soft material to expose existing services	m3	10
29		(b) Lowering / relocating / repairing existing services	Item	20,000.00
		Carried Forward		R
		Section No. 1 Bill No. 1 Preliminaries Prepared by Mogale City Local Municipality		

	Brought Forward		R
8.12	<u>Compliance with OHS Act and Regulations</u>		
8.8.7	<u>Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and all relevant and applicable regulations, especially the Construction Regulations (2014) as promulgated under Section 43 of the Occupational Health and Safety Act (Act 85 of 1993), as amended from time to time, for the duration of the Contract</u>		
30	(a) Contractor's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations		SUM
31	(b) Contractor's time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations		SUM
32	(c) Extra over sub-item for branding of EPWP PPE		SUM
	Carried to Final Summary		R
	Section No. 1		
	Bill No. 1		
	Preliminaries		
	Prepared by Mogale City Local Municipality		

Item
No

Quantity

Rate

Amount

SECTION NO. 2

BILL NO. 1

FOUNDATIONS (PROVISIONAL)

NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used" (00G-001E) before pricing this bill

NOTE : Unless otherwise stated herein all items in this bill shall be deemed to fall into Work Group No. 104 for Haylett Formula purposes

NOTE : All excavations are measured as being in "earth" and/or filling compacted to 98% modified AASHTO density. Descriptions of excavations shall be deemed to include for setting aside surplus excavated material in spoil heaps for use as filling or for depositing within 150m of the perimeter of the excavations and spreading and roughly levelling as directed, as well as for increase in bulk and multiple handling of excavated material caused by the contractor's method of operation. Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site and for bulking.

NOTE : Working space for formwork to sides of all concrete, except columns, shall be measured only where the concrete face is less than 750mm from the face of the measured excavations. Working space for formwork to sides of columns shall be measured for the width of the column face only where both: the top of the column base is more than 1,5m below the commencing level of the excavations and the column face is less than 500mm from the face of the measured excavations. No claim shall be considered for any working space for formwork to concrete other than as above described or for working space beyond the sides of trench excavations for the building of brick or block walls. Descriptions of excavations for working space shall be deemed to include for any additional risk of collapse so incurred and for the returning and compacting of the excavated material as described.

Carried Forward

R

Section No. 2
Bill No. 1
Earthworks

Prepared by Mogale City Local Municipality

Brought Forward		R
<u>EARTHWORKS</u>		
<u>SITE CLEARENCE</u>		
<u>Site clearance</u>		
1	Digging up and removing rubbish ,debris, vegetation, hedges, shrubs, trees etc, not exceeding 200mm girth	m2 269
<u>EXCAVATIONS</u>		
<u>Excavations in earth exceeding 500mm not exceeding 1500mm deep for</u>		
2	Surface trenches	m3 72
3	Reduce levels under floor	m3 16
<u>Extra over trench and hole excavations in earth for excavation in</u>		
4	Soft rock	m3 4
5	Hard rock	m3 7
<u>Extra over all excavations for carting away:</u>		
6	Surplus material from excavations and/or on site to a dumping site to be located by the contractor	m3 72
<u>Risk of collapse of excavations</u>		
7	Sides of excavations from natural, elevated or reduced ground level to not exceeding 1.5m deep	m2 170
<u>Keeping excavations free of water</u>		
8	Allow for keeping all excavations entirely free from water and mud	Item
<u>FILLING</u>		
Carried Forward		R
Section No. 2 Bill No. 1 Earthworks Prepared by Mogale City Local Municipality		

Brought Forward			R
<u>Earth filling obtained from the excavations</u>			
9	Backfilling from the excavations to trenches and holes compacted to 93% modified AASHTO density	m3	17
10	Earth filling from the excavations under floors, steps, pavings, etc, compacted to 93% modified AASHTO density	m3	13
11	Imported earth filling supplied by the contractor and brought on to site, under solid floors, steps, pavings, etc, compacted to 93% modified AASHTO density	m3	13
<u>COMPACTION TESTS:</u>			
12	Tests to determine the degree of compaction, etc of ground of filling	No	8
<u>SOIL POISONING</u>			
<u>Soil insecticide</u>			
13	Poison surface to sides and botom trenches bases, etc	m2	246
14	Poisoning surface of ground or filling under floors, steps, etc. including raking out 75mm deep V-shaped channels against the walls, etc., treated with poison solution, backfilling and ramming	m2	83
<u>CONCRETE</u>			
<u>(HAYLET FORMULA WORK GROUP NO. 110)</u>			
<u>Reinforced concrete with a coarse aggregate of 19mm and a minimum compressive strength of 25MPa at 28 days</u>			
15	In strip footings	m3	35
<u>REINFORCEMENT</u>			
<u>(HAYLET FORMULA WORK GROUP NO. 114)</u>			
Carried Forward			R
Section No. 2 Bill No. 1 Earthworks Prepared by Mogale City Local Municipality			

Brought Forward			R
<u>Mild steel reinforcement to structural concrete work</u>			
16	R8 mild steel reinforcement in concrete strip footings	t	1.90
<u>High tensile steel to structural concrete work</u>			
17	Y12 high tensile steel reinforcement in concrete stripfootings	t	1.90
<u>BRICKWORK:</u>			
<u>(HAYLET FORMULA WORK GROUP NO. 116)</u>			
<u>Brickwork of NFX clay bricks (14 Mpa nominal compressive strength) in class I mortar</u>			
18	One brick wall.	m2	83
<u>Brick reinforcement</u>			
19	Brick reinforcement 150mm wide built into brick walls with sufficient laps at end joints, angles and intersections (measured nett).	m	228
<u>FACED BRICKWORK</u>			
<u>External facings (PC 5 500.00/1000 delivered on site) pointed with square horizontal and vertical joints.</u>			
20	Extra over ordinary brickwork for facings in stretcher bond and pointing as described.	m2	39
Carried Forward to Summary of Section No. 2			R
Section No. 2			
Bill No. 1			
Earthworks			
Prepared by Mogale City Local Municipality			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 2</u>			
	<u>CONCRETE, FORMWORK AND REINFORCEMENT</u>			
	NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill			
	NOTE : Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 110 for Haylett Formula purposes -----			
	<u>MASS CONCRETE</u>			
	<u>Mass concrete with a coarse aggregate of 19mm and a minimum compressive strength of 15MPa at 28 days</u>			
1	In surface beds cast over waterproofing membrane (elsewhere)	m3	16.5	
	<u>REINFORCED CONCRETE</u>			
	<u>Reinforced concrete with a coarse aggregate of 19mm and a minimum compressive strength of 25MPa at 28 days</u>			
2	In slabs	m3	12.5	
	<u>Sundries</u>			
3	Finish raking to surface of granolithic to a smooth and even non-slip wood float surface including additional dry sand/cement mixture added as necessary whilst the concrete is still wet.	m2	83	
	Carried Forward			R
	Section No. 2 Bill No. 2 Concrete Formwork & Reinforcement Prepared by Mogale City Local Municipality			

Brought Forward		R
<u>CONCRETE TEST CUBES (PROVISIONAL):</u>		
4	Prepare set of three 150 x 150 x 150mm concrete strength test cubes, label and to an approved laboratory for testing, pay all charges and submit report to the Consult Engineer. Only successful tests will be paid for.	No 12
<u>MOVEMENT JOINTS</u>		
<u>(HAYLET FORMULA WORK GROUP NO. 110)</u>		
5	Movement joint 100mm high formed of 10mm bitumen impregnated softboard placed in vertically in position between concrete surface bed and brick walls, etc	m 52
<u>REINFORCEMENT</u>		
<u>(HAYLET FORMULA WORK GROUP NO. 114)</u>		
<u>Mesh reinforcement</u>		
6	Mesh reinforcement with mesh reference number 193 laid in slab with 300mm wide side and end laps(measured net)	m2 83.29
Carried Forward to Summary of Section No. 2		R
Section No. 2		
Bill No. 2		
Concrete Formwork & Reinforcement		
Prepared by Mogale City Local Municipality		

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 3</u>			
	<u>MASONRY</u>			
	NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill			
	NOTE : Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 116 for Haylett Formula purposes -----			
	<u>BRICKWORK</u>			
	<u>Brickwork of nfp clay bricks in class II motar</u>			
1	Half brick wall	m2	140	
2	Half brick wall in beamfilling	m2	32	
3	One brick wall	m2	134	
4	Piers	m3	1	
	<u>Brick reinforcement</u>			
5	Brick reinforcement 75mm wide built into brick walls with sufficient laps at end joints, angles and intersections (measured nett).	m	561	
6	Brick reinforcement 150mm wide built into brick walls with sufficient laps at end joints, angles and intersections (measured nett).	m	526	
	<u>Prestressed precast concrete lintels</u>			
7	110 x 75mm Lintels not exceeding 3m	m	8	
	Carried Forward			R
	Section No. 2 Bill No. 3 Masonry Prepared by Mogale City Local Municipality			

Brought Forward		R
<u>Sundries</u>		
8	38 x 1,6mm galvanised hoop iron roof tie with one end built six courses deep into top of brickwork and other end wrapped around and nailed to trusses	No 44
<u>AIR BRICKS</u>		
9	222 x 155mm terra-cotta vermin proof air brick with gauze backing and building into opening in brickwork in cement mortar	No 16
<u>MOVEMENT JOINTS</u>		
10	Movement joint formed of 10mm thick x 100mm wide impregnated softboard built in vertically between brickwork	m2 11
<u>FACED BRICKWORK</u>		
<u>Internal facings (PC 5 500.00/1000 delivered on site) pointed with square horizontal and vertical joints</u>		
11	Extra over facing and pointing only to back or ends of half brick wall in stretcher bond	m2 23
12	Extra over ordinary brickwork for facing and pointing in stretcher bond	m2 266
13	Face brick-on-end sill 110mm wide x 110mm high of cut face bricks set flat in cement mortar and pointing on all exposed surfaces	m 9
<u>External facings (PC 5 500.00/1000 delivered on site) pointed with square horizontal and vertical joints</u>		
14	Extra over ordinary brickwork for facing and pointing in stretcher bond	m2 126
15	Fair raking cutting	m 10
16	Face brick-on-edge sills 200mm wide of cut face bricks set sloping and slightly projecting on all exposed surfaces	m 10
17	Face-brick-on edge header course lintel	m 56
Carried Forward to Summary of Section No. 2		R
Section No. 2		
Bill No. 3		
Masonry		
Prepared by Mogale City Local Municipality		

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 4</u>			
	<u>WATERPROOFING</u>			
	NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill			
	NOTE : Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 120 for Haylett Formula purposes -----			
	<u>WATERPROOFING TO WALLS</u>			
1	375 micron embossed black polyethylene damp-proof course to walls, cills, etc (measured net)	m2	43	
	<u>WATERPROOFING UNDER FLOORS ETC</u>			
	<u>Colour coded polyethylene sheeting complying with SABS 952, Type C, in widest practicable widths with all joints lapped and sealed in accordance with the manufacturer's instructions:</u>			
2	250 Micron green medium density sheeting laid loose on top of sand bed(elsewhere) under solid floors with pressure sensitive tape jointing	m2	83	
	Carried Forward to Summary of Section No. 2			
	Section No. 2 Bill No. 4 Waterproofing Prepared by Mogale City Local Municipality			R

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 5</u>			
	<u>ROOF COVERINGS, ETC</u>			
	NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill			
	NOTE : Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 124 for Haylett Formula purposes -----			
	<u>IBR ROOF SHEETING AND ACCESSORIES</u>			
	<u>Chromadek IBR iron roofing sheets</u>			
	NOTE : The Contractor is to submit a certificate signed by the merchant, stating that the galvanized roof covering supplied complies with the required thickness specified -----			
1	0,6mm full hard roof sheeting with pitch not exceeding 50 degrees fixed to timber purlins (elsewhere)	m2	109	
2	Nutec fascia board size 12x225mm to detail and fixed to timber purlins(elsewhere)	m	42	
	Carried Forward to Summary of Section No. 2			R
	Section No. 2 Bill No. 5 Roof Coverings, etc			
	Prepared by Mogale City Local Municipality			

Item No	Quantity	Rate	Amount
<p><u>SECTION NO. 2</u></p>			
<p><u>BILL NO. 6</u></p>			
<p><u>CARPENTRY AND JOINERY</u></p>			
<p>NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill</p>			
<p>NOTE : Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 126 for Haylett Formula purposes</p>			
<p><u>TIMBER</u></p>			
<p>All softwood to be South African Pine</p>			
<p><u>DESCRIPTIONS</u></p>			
<p>The term "planted on" shall mean the nailing of one timber member to another. The term "screwed on" shall mean the countersunk screwing of one timber member to another. The term "screwed on and pelleted" shall mean the screwing of one timber member to another with the heads of screws sunk and pelleted. The term "plugged" shall mean the countersunk screwing of a timber member to and including plastic plugs in brickwork or concrete. The term "plugged and pelleted" shall mean the screwing of a timber member to and including plastic plugs in brickwork or concrete with heads of screws sunk and pelleted. Descriptions of floors, ceilings, joinery, etc. shall be deemed to include for all square cutting. Descriptions of items given in lineal metre shall be deemed to include for mitres, stopped ends, fitted intersections, etc. Descriptions of rounded angles, rebates, grooves, chamfers, moulded edges, etc. shall be deemed to include for angles, ends, etc.</p>			
<p>Carried Forward</p>			
<p>Section No. 2 Bill No. 6 Carpentry & Joinery Prepared by Mogale City Local Municipality</p>		R	

Brought Forward

R

PREFABRICATED ROOF TRUSSES

NOTE:

- a. All the roof trusses to be at average 1177mm centres and constructed for a 15o pitch unless otherwise stated

- b. All the roof trusses to be designed and constructed with softwood structural timber to include for live loads, wind loads and to take corrugated roof covering, purlins and fibre cement or gypsum plasterboard ceilings with brandering. Each roof truss shall have all its members accurately cut and close butted together and rigidly fixed by CSIR approved patented galvanized metal spiked connectors, fixed on both sides of each intersection by an approved method, all in accordance with the manufacturer's instructions.

- c. Unless otherwise described all rafter feet are to extend 770mm beyond the length of the tie beam, with ends twice splay cut

- d. The design, manufacture and transportation of the roof trusses, bracing, etc. shall be under the control of a registered Engineer in accordance with SABS 0243 and it shall be required from the manufacturer of the trusses to lodge a written guarantee that his construction has been designed by a qualified Structural Engineer and that he is in possession of a capability certificate issued by the Institute for Timber Construction and approved by the Representative/Agent

- e. The tenderer's attention is drawn to the fact that the detail drawings included at the back of these Bills of Quantities only represents the overall size and bearing points of the trusses and not the required design.

- e. Erection must be carried out as described in "The Erection and Bracing of Timber Roof Trusses" published by the Truss Plate Association of South Africa Ltd. and the National Timber Research Institute, CSIR.

- f. Descriptions of roof trusses shall be deemed to include for design, manufacture, supply, hoisting and fixing in position, trimming ends, notching, etc. and for any temporary bracing.

Carried Forward

R

Section No. 2
Bill No. 6
Carpentry & Joinery
Prepared by Mogale City Local Municipality

Brought Forward			R
1	Mono pitched roof trusses as per engineers design	No	22
<u>SUNDRY ROOF TIMBERS</u>			
<u>Sawn Softwood (Grade 4)</u>			
2	50 x 76mm runners	m	94
3	38 x 114mm wall plate	m	56
<u>Wrot Softwood (Grade 4)</u>			
4	76 x 76mm Splayed eaves purlin	m	23
<u>ROOF SUNDRIES</u>			
5	3,2mm galvanised wire purlin tie	No	44
6	"Hurricane clip" purlin tie	No	220
<u>WOOD PRESERVATIVE</u>			
7	"Carbolinium" two coats wood preservative applied on sawn and wrot timbers before fixing	m2	28
<u>DOORS</u>			
<u>Wrot meranti</u>			
8	40mm x 0,813 x 2,032m framed, ledged and braced batten door formed of 40 x 100mm styles and top rail, 40 x 150mm bottom ledge, 20 x 110mm middle ledge and filled in flush on both side with 20mm x 75mm tongued, grooved and V-jointed both sides vertical boarding fixed in and including grooves in styles, top and bottom rail	No	8
9	40mm x 0,900 x 2,032m framed, ledged and braced batten door formed of 40 x 100mm styles and top rail, 40 x 150mm bottom ledge, 20 x 110mm middle ledge and filled in flush on both side with 20mm x 75mm tongued, grooved and V-jointed both sides vertical boarding fixed in and including grooves in styles, top and bottom rail	No	4
Carried Forward to Summary of Section No. 2			R
Section No. 2			
Bill No. 6			
Carpentry & Joinery			
Prepared by Mogale City Local Municipality			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 7</u>			
	<u>CEILINGS, PARTITIONS AND ACCESS FLOORING</u>			
	NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill			
	NOTE : Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 126 for Haylett Formula purposes -----			
	<u>CEILINGS</u>			
	<u>SCREWED UP CEILINGS:</u>			
	<u>6,4mm "Rhino" gypsum plasterboard with and including pre-primed H-type pressed steel jointing strips:</u>			
1	Ceilings including 38 x 38mm sawn softwood branderer at 400mm centres in one direction and stiffening battens	m2	83	
	<u>Wrot softwood</u>			
2	44 X 17mm Meranti cornices finished with two coats clear X.44 "POLYURETHANE VARNISH"	m	243	
	Carried Forward to Summary of Section No. 2			R
	Section No. 2 Bill No. 7 Ceilings, Partitions & Access Flooring Prepared by Mogale City Local Municipality			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 8</u>			
	<u>IRONMONGERY</u>			
	NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill			
	NOTE : Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 132 for Haylett Formula purposes			
	NOTE : Where ironmongery is referred to by a trade name or catalogue number, it may be replaced by another product of equal quality with the prior approval of the Representative/Agent			
	NOTE : Where ironmongery is described as plugged, prices are to include for screwing to and including approved patent plugs in concrete or brickwork with plaster or tiled finish -----			
	<u>THE FOLLOWING IRONMONGERY FIXED TO DOORS, ETC</u>			
	<u>Bolts and latches</u>			
1	Three lever mortice lockset and satin chrome plated handles	No	2	
2	WC mortice indicator bolt in satin chrome finish surface mounted	No	10	
	<u>SUNDRIES</u>			
3	38mm diameter black rubber door stop plugged and screwed to wall or floor	No	10	
4	Sanitech Sanicare Toilet roll holder - hold three rolls (Stainless steel) plugged and screwed to wall	No	10	
	<u>LETTERS, NAMEPLATES, ETC</u>			
	Carried Forward			R
	Section No. 2 Bill No. 8 Ironmongery Prepared by Mogale City Local Municipality			

	Brought Forward		R
<u>"Union"</u>			
5	290 x 290mm anodised aluminium plate with female symbol by "International signs"	No	4
6	290 x 290mm anodised aluminium plate with male symbol by "International signs"	No	4
Carried Forward to Summary of Section No. 2			R
Section No. 2			
Bill No. 8			
Ironmongery			
Prepared by Mogale City Local Municipality			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 9</u>			
	<u>METALWORK</u>			
	NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill.			
	NOTE : Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 136 for Haylett Formula purposes. EXPANSION BOLT Expansion bolts shall be fixed in accordance with the Manufacturer's instructions and prices are to include for drilling mortice for sockets in brickwork or concrete for same ----- -----			
	<u>PRESSED STEEL DOOR FRAMES</u>			
	<u>1,2mm double rebated pressed steel door frames suitable for half brick walls with face brick finish on both sides</u>			
1	Door frame for door size 0,900 x 2,032m with two 100mm steel butts and slotted for lock strike	No	4	
	<u>1,2mm double rebated pressed steel door frames suitable for half brick walls with plaster finish on both sides</u>			
2	Door frame for door size 0,813 x 2,032m with two 100mm steel butts and slotted for lock strike	No	8	
	<u>STEEL WINDOWS</u>			
	NOTE : Windows shall be provided with chromium plated brass fittings			
	NOTE : The given sizes are overall, approximate and in the order of width and height. The detailed drawings and building must be carefully checked for exact sizes before placing orders. Any errors in this respect will be at the Contractor's expense and no claims for extras on this account will be entertained			
	Carried Forward			
	Section No. 2 Bill No. 9 Metalwork Prepared by Mogale City Local Municipality			R

Brought Forward		R
<p>NOTE : Where so described windows shall be provided with burglar bars to opening and fixed sections, consisting of 20 x 5mm mild steel flat sections to standard NBP2 pattern welded at intersections and to window frame Bars in front of fixed sections to be bent 75mm away from the glass surface -----</p>		
3	Window type ZNE1; size 0,654 x 0,654m	18
<p><u>WELDED SCREENS, GATES, ETC</u></p> <p><u>Screens and gates to 220mm wall</u></p>		
4	Mild Steel single gate 850 x 2040mm high of 40 x 40 x 5mm angle section frame and 40 x 40 x 5mm hollow section horizontal middle rail filled in with 40 x 40 x 5mm hollow section vertical rails at 100mm centres and fitted with a pair of suitable hinges welded to post and with ears for padlock	2
5	Mild Steel single gate 1000 x 1800mm high of 40 x 40 x 5mm angle section frame and 40 x 40 x 5mm hollow section horizontal middle rail filled in with 40 x 40 x 5mm hollow section vertical rails at 100mm centres and fitted with a pair of suitable hinges welded to post and with ears for padlock	4
<p>Carried Forward to Summary of Section No. 2</p> <p>Section No. 2 Bill No. 9 Metalwork Prepared by Mogale City Local Municipality</p>		
		R

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 10</u>			
	<u>PLASTERING</u>			
	NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill			
	NOTE : Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 142 for Haylett Formula purposes -----			
	<u>SCREEDS</u>			
	<u>25mm thick cement screed on concrete</u>			
1	On floors (Powerfloat finish)	m2	83	
2	Threshold topping 110mm wide and average 100mm thick finished to fall with reedings formed in top	m	40	
3	Threshold topping 220mm wide and average 100mm thick finished to fall with reedings formed in top	m	40	
	<u>INTERNAL PLASTER</u>			
	<u>One coat (4:1) cement plaster</u>			
4	Plasterkey/cement mix filling between window frame and wall	m	11	
	<u>EXTERNAL PLASTER</u>			
	<u>Cement plaster on brickwalls</u>			
5	Plaster to external walls - Plaster belt	m2	27	
	Carried Forward to Summary of Section No. 2			R
	Section No. 2			
	Bill No. 10			
	Plastering			
	Prepared by Mogale City Local Municipality			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 11</u>			
	<u>PLUMBING AND DRAINAGE</u>			
	<u>SANITARY FITTINGS (PROVISIONAL)</u>			
1	560 x 405mm white vitreous china wash hand basin complete with and including one chromium plated pillar tap, one tap hole plug, waste union, plug and chain and universal pedestal	No	8	
2	WC suite comprising white vitreous china pan with P or S trap, 9 litre white vitreous china duct type cistern complete with lid, fitments, matching extended flush pipe, push button flushing mechanism suitable for 110mm wall including any necessary sleeves and with heavy duty white plastic double flap seat with chromium plated accessories	No	6	
3	Vaal Protea WC suite (code: 750246) for paraplegic toilet comprising white vitreous china pan with S-trap, 9 litre matching cistern (code: 710631) complete with lid, fitments, purpose made C.P. side flush lever and heavy duty white plastic double flap seat with chromium plated accessories.	No	4	
4	510 x 375mm White vitreous china paraplegic wash hand basin complete with and including two chromium plated elbow action taps, waste union, plug and chain and concealed brackets.	No	4	
5	610 x 385mm White vitreous china curvedback wall urinal (code: 705326) with top flush entry complete with and including concealed wall hangers, back inlet and PC push button, chromium plated waste outlet and grating, and with a 15mm chromium plated push button stopcock flushing system with matching extended chromium plated flush pipe with spreaders.	No	4	
6	20mm 'Castle Watertech' No. FJ6.000 exposed model chromium plated 'Flushmaster Junior' urinal valve, with integral ballostop and wall plate including FJT5.4 chromium plated connecting pipe and spray rose	No	4	
	Carried Forward			R
	Section No. 2 Bill No. 11 Plumbing Prepared by Mogale City Local Municipality			

Brought Forward			R
7	Complete set of aluminium paraplegic grab rails to be fitted on the wall	No	4
<u>Traps, etc including joints to steel pipe and/or fittings unless otherwise described</u>			
8	32-40mm chromium plated bottle trap	No	16
<u>Valves, etc, including joints to steel pipes and/or fittings unless otherwise described</u>			
9	15mm Copper service pipe 350mm girth	No	26
10	15mm chromium plated "Ballostop" or other approved stopcock	No	26
11	15mm chromium plated wall flange and extension piece	No	26
12	15mm flexi pipes	No	22
<u>SANITARY PLUMBING</u>			
(PROVISIONAL)			
<u>uPVC pipes and fittings</u>			
13	50mm pipe fixed in walls, ceilings, roofs, floors, etc	m	36
14	110mm pipe fixed in walls, ceilings, roofs, floors, etc	m	53
<u>Extra over uPVC pipes for fittings</u>			
15	110 x 50mm reducer	No	8
16	50mm bend	No	20
17	110mm bend	No	20
18	50mm junction	No	8
19	110mm junction	No	10
20	110mm pan connector	No	10
21	50mm access bend	No	8
Carried Forward			R
Section No. 2			
Bill No. 11			
Plumbing			
Prepared by Mogale City Local Municipality			

Brought Forward				R
22	110mm access bend	No	8	
23	110mm access bend with anti-syphon horn	No	10	
24	50mm access junction	No	12	
25	110mm access junction	No	8	
26	110mm access reducing junction	No	8	
27	Two way PVC vent valve suitable for 50mm pipe	No	10	
<u>WATER SUPPLIES:</u>				
<u>Class O thin wall hard drawn copper pipes and fittings with cappillary soldered type connections</u>				
28	15mm Pipes	m	40	
29	22mm Pipes	m	40	
<u>Extra over class O copper pipes for soldered cappillary fittings</u>				
30	15mm fittings	No	90	
31	22mm fittings	No	40	
<u>High density polyethelene Class 12 Type IV pressure piping including Plasson couplings in the running length</u>				
32	25mm Diameter pipes laid in earth or earth filling under surface beds, including excavations not exceeding 1 m deep	m	130	
<u>Extra over Class 12 high density polyethelene piping for Plasson compression fittings</u>				
33	25mm fittings	No	30	
Carried Forward				R
Section No. 2 Bill No. 11 Plumbing Prepared by Mogale City Local Municipality				

Brought Forward		R
<u>TESTING</u>		
34	Provide all necessary apparatus water, etc for and test the whole of the Sanitary Plumbing and Water Supply installation to the satisfaction of the Representative/Agent and Municipality, replace any defective work free of charge and leave perfect	Item
<u>BUILDER'S WORK, INCLUDING ALL MAKING GOOD</u>		
(PROVISIONAL)		
<u>MASONRY</u>		
<u>(Haylett Formula Work Group No. 116)</u>		
35	Fair cutting and fitting of facing around pipe not exceeding 100mm diameter	No 10
<u>Prepare and apply one coat metal etch primer and two coats acrylic emulsion paint</u>		
36	On copper pipe not exceeding 300mm girth	m 72
Carried Forward to Summary of Section No. 2		R
Section No. 2		
Bill No. 11		
Plumbing		
Prepared by Mogale City Local Municipality		

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 12</u>			
	<u>GLAZING</u>			
	NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill			
	NOTE : Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 150 for Haylett Formula purposes -----			
	<u>Glass in steel fixed with putty</u>			
1	4mm Clear float Safety glass in squares exceeding 0,1 and not exceeding 0,5m2 in area	m2	1	
2	4mm obscure glass in squares not exceeding 0,1 and not exceeding 0,5 square metre in area	m2	6	
	<u>MIRRORS</u>			
	<u>Notes:</u>			
	Unless otherwise described, mirrors shall be with four holes for and screwed to and including approved patent plugs in wall with countersunk steel screws tap-threaded for and including screw type chromium plated domeheaded caps and felt washers			
	<u>6mm thick silvered GG quality polished float glass mirrors with rounded and polished edges and splayed corners</u>			
3	Mirror size 450 x 600mm	No	8	
	Carried Forward to Summary of Section No. 2			R
	Section No. 2			
	Bill No. 12			
	Glazing			
	Prepared by Mogale City Local Municipality			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 2</u>			
	<u>BILL NO. 13</u>			
	<u>PAINTING</u>			
	NOTE : Tenderers are advised to study the "Specification of Materials and Methods to be used" (OOG-001E) before pricing this bill			
	NOTE : Unless otherwise stated all items in this bill shall be deemed to fall into Work Group No. 152 for Haylett Formula purposes -----			
	<u>PAINT ON PLASTER ETC</u>			
	<u>Prepare, stop and paint one coat alkali resistant primer and two full coats 100% acrylic emulsion paint for exterior use</u>			
1	On precast concrete lintels	m2	26.7	
	<u>Prepare, stop and paint one coat alkali resistant primer and one full coat eggshell emulsion paint for interior use</u>			
	<u>PAINT ON METAL</u>			
	<u>Prepare, touch up factory primer, paint one undercoat and one full coat high gloss enamel paint</u>			
2	On pressed steel door frame	m2	20	
	<u>Prepare, apply one coat zinc chromate primer, one universal undercoat and one coat eggshell enamel paint</u>			
3	On gates, grilles, burglar screens, balustrades, etc. (both sides measured over the full flat area).	m2	10	
	<u>PAINT ON WOOD:</u>			
	Carried Forward			R
	Section No. 2 Bill No. 13 Paintwork Prepared by Mogale City Local Municipality			

Brought Forward				R
4	<p><u>Prepare, stop and apply two coat polyurethane clear eggshell varnish, lightly sanded down</u></p> <p>General door surfaces</p>	m2	43	
<p>Carried Forward to Summary of Section No. 2</p> <p>Section No. 2 Bill No. 13 Paintwork Prepared by Mogale City Local Municipality</p>				R

SECTION SUMMARY - New Toilets & Guard House Buildings

Bill No		Page No	Amount
1	Earthworks	8	
2	Concrete Formwork & Reinforcement	10	
3	Masonry	12	
4	Waterproofing	13	
5	Roof Coverings, etc	14	
6	Carpentry & Joinery	17	
7	Ceilings, Partitions & Access Flooring	18	
8	Ironmongery	20	
9	Metalwork	22	
10	Plastering	23	
11	Plumbing	27	
12	Glazing	28	
13	Paintwork	30	
Carried to Final Summary			
Section No. 2			
Prepared by Mogale City Local Municipality			
			R

Item No	SANS Pay Ref		Unit	Quantity	Rate	Amount	
		<u>SECTION NO. 3</u>					
		<u>BILL NO. 1</u>					
		<u>WATER SUPPLY:</u>					
		<u>SITE CLEARANCE :</u>					
		<u>as specified in SABS 1200 C and in the project specification</u>					
1		Clear and grub 2m wide strip	m	40			
		<u>EARTHWORKS (PIPE TRENCHES) :</u>					
		<u>as specified in SABS 1200 DB and in the project specification</u>					
		<u>Excavation :</u>					
		<u>(a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material :</u>					
2		Trenches 750mm to 1150mm wide to accommodate pipes 110mm diameter up to 550mm diameter: - Depth exceeding 1m up to 1,5m	m	25			
3		Trenches 750mm to 1150mm wide to accommodate pipes 110mm diameter up to 550mm diameter: - Depth exceeding 1,5m up to 2m	m	15			
		<u>(b) Extra over</u>					
4		For hard rock excavation (provisional)	m3	17			
		Carried Forward				R	
		Section No. 3 Bill No. 1 Water and Sewer Prepared by Mogale City Local Municipality					

Brought Forward			R
	<u>Excavate and dispose of unsuitable material from sides and bottom of trenches where ordered and replaced with:</u>		
5	Selected material complying with subclause 3.2.2 of SABS 1200 ME compacted to 90% of modified AASHTO maximum density	m3	9
	<u>Excavation ancillaries: Make up deficiency in backfill material : (provisional)</u>		
6	From other necessary excavations on site	m3	1
7	By importation from commercial or off-site sources selected by the Contractor: Subbase quality material complying with subclause. Trenchfill	m3	1
8	Compaction in road reserves (95% of modified AASHTO maximum density)	m3	3
	<u>Finishings</u>		
9	Reinstate road surfaces and paving complete with all courses. Gravel on shoulders and driveways.	m3	30
	<u>BEDDING (PIPES)</u>		
	<u>as specified in SABS 1200 LB and in the project specification</u>		
10	From commercial sources: Selected granular material	m3	9
11	From trench or other excavations or from stockpile: Selected fill material	m3	3
	<u>MEDIUM PRESSURE PIPES</u>		
Carried Forward			R
	Section No. 3 Bill No. 1 Water and Sewer Prepared by Mogale City Local Municipality		

Brought Forward			R
	<u>as specified in SABS 1200 L and in the project specification</u>		
12	HDPE pipes in bedding for flexible pipes: 50 mm dia (OD) Class 16	m3	40
	<u>Extra over items for the supplying, laying and bedding of specials (complete with ancillaries and couplings): Saddles and class stated</u>		
	:		
13	Saddle :- 160mm x 50mm class 16	No	1
14	Saddle :- 110mm x 50mm class 16	No	1
	<u>Extra over Class 16 pipes for</u>		
15	Reducer - 50mm x 22mm class 16	No	2
	<u>Sundries</u>		
	<u>Blocks, etc.</u>		
16	Anchor / thrust blocks and pedestals: Concrete (15MPa/19)	m3	1
17	Formwork (rough)	m2	4
	<u>Connection to existing water line</u>		
18	Cut into existing pipeline, saddle, effect connection and make good complete (fittings measured elsewhere)	No	2
	<u>TESTING OF WATER PIPELINES:</u>		
19	400mm	m	40
	<u>Overhaul</u>		
20	Overhaul (free haul is 10km)	TrkLd	1
	<u>SEWER RETICULATION</u>		
	Carried Forward		
	Section No. 3 Bill No. 1 Water and Sewer Prepared by Mogale City Local Municipality		
			R

		Brought Forward		R
		<u>SITE CLEARANCE :</u>		
		<u>as specified in SABS 1200 C and in the project specification</u>		
21	Clear and grub 3m wide strip	m	60	
		<u>EARTHWORKS (PIPE TRENCHES) :</u>		
		<u>as specified in SABS 1200 DB and in the project specification</u>		
		<u>Excavation :</u>		
		<u>(a) Excavate in all materials for trenches, backfill, compact and dispose of surplus material :</u>		
22	Trenches of width exceeding 700mm up to 900mm for 110mm to 250mm dia sewer mains: Depth exceeding 2,5m up to 3,0m	m	8	
23	Trenches of width exceeding 700mm up to 900mm for 110mm to 250mm dia sewer mains: Depth exceeding 3,0m up to 3,5m	m	33	
24	Trenches of width exceeding 700mm up to 900mm for 110mm to 250mm dia sewer mains: Depth exceeding 3,5m up to 4,0m	m	26	
25	Trenches of width exceeding 700mm up to 900mm for 110mm to 250mm dia sewer mains: Depth exceeding 4,0m up to 4,5m	m	17	
26	Trenches of width exceeding 700mm up to 900mm for 110mm to 250mm dia sewer mains: Depth exceeding 4,5m up to 5,0m	m		
		Carried Forward		R
	Section No. 3			
	Bill No. 1			
	Water and Sewer			
	Prepared by Mogale City Local Municipality			

Brought Forward			R
27	Trenches of width exceeding 700mm up to 900mm for 110mm to 250mm dia sewer mains: Depth exceeding 5,0m up to 5,5m	m	
	<u>(b) Extra over</u>		
28	For hard rock excavation (provisional)	m3	8
	<u>Excavate and dispose of unsuitable material from sides and bottom of trenches where ordered and replaced with:</u>		
29	Excavate and dispose of unsuitable material from trench bottom (provisional)	m3	1
	<u>Excavation ancillaries: Make up deficiency in backfill material : (provisional)</u>		
30	Make up deficiency in backfill material: (provisional): From other necessary excavations on site	m3	
31	By importation from commercial or off-site sources selected by the Contractor: Selected material complying with subclause 3.2.2 of SABS 1200 ME compacted to 90% of modified AASHTO maximum density	m3	1
32	By importation from commercial or off-site sources selected by the Contractor: Subbase quality material complying with subclause. Trenchfill	m3	5
33	Compaction in road reserves (95% of modified AASHTO maximum density)	m3	
	<u>BEDDING (PIPES)</u>		
	Carried Forward		R
	Section No. 3 Bill No. 1 Water and Sewer Prepared by Mogale City Local Municipality		

Brought Forward			R
	<u>as specified in SABS 1200 LB and in the project specification</u>		
34	Provision of bedding from trench excavation: Selected granular material	m3	38
35	Provision of bedding from trench excavation: Selected fill material	m3	10
	<u>Supply only of bedding by importation :</u>		
36	From commercial sources: Selected granular material	m3	15
<u>SEWERS</u>			
	<u>as specified in SABS 1200 LD and in the project specification</u>		
37	Supply, lay, joint, bed and test pipeline (Main line): Structured wall PVCu sewers of outside diameters stated (400kPa, Type 1, SABS 1601, maincor, ultracor or similar approved), bedded as detailed on the drawings: 110mm dia	m	83
<u>Manholes:</u>			
38	Precast concrete manholes complete including medium duty concrete roof slab and type 4 cover and frame for pipes up to and including 300mm dia: Depth exceeding 3,0m up to 3,5m	No	1
39	Precast concrete manholes complete including medium duty concrete roof slab and type 4 cover and frame for pipes up to and including 300mm dia: Depth exceeding 3,5m up to 4,0m	No	1
40	Precast concrete manholes complete including medium duty concrete roof slab and type 4 cover and frame for pipes up to and including 300mm dia: Depth exceeding 5,0m up to 5,5m	No	
Carried Forward			R
Section No. 3 Bill No. 1 Water and Sewer Prepared by Mogale City Local Municipality			

	Brought Forward			R
	<u>Extra over:</u>			
41	Extra overfor type 2A cover and frame for manholes in road areas	No	1	
	<u>Extra over for construction of additional channelling and the building in of short pipe specials at branch manholes, manholes at bends and erf connection manholes:</u>			
42	For FC channels at bends: Terminal erf connections (110mm dia) into manhole	No	2	
	<u>Erf connections off 110mm dia sewer line (complete with fittings as per drawing)</u>			
43	110mm diam pipe Length of 25m: Type 1	No	1	
44	110mm diam pipe Length of 25m: Type 2	No	1	
45	110mm diam pipe Length of 25m: Type 3	No	1	
	<u>Extra over items for long connections across roads</u>			
46	110mm dia sewer pipe	m	83	
	<u>Connection to existing sewer line</u>			
47	Tie into existing sewer main line, as indicated on the longsection, and make good the connection, complete	No	2	
	<u>Sundries</u>			
48	Encasing of pipes in concrete	m3	6	
49	Testing of water tightness of manholes	No	7	
	<u>Overhaul</u>			
50	Overhaul (free haul is 10km)	TrkLd	1	
	Carried to Final Summary			R
	Section No. 3			
	Bill No. 1			
	Water and Sewer			
	Prepared by Mogale City Local Municipality			

Item No		Quantity	Rate	Amount
	<u>SECTION NO. 4</u>			
	<u>BILL NO. 1</u>			
	<u>LANDSCAPING</u>			
	<u>MISCELLANEOUS</u>			
	<u>SITE CLEARANCE</u>			
	<u>(i) Loading and removal to the Contractors own dumping site all unusable material, debris and stone, unused plant materials, placed in measurable storage heaps, resulting from the initial soil preparation to the final finishing process (other than specified).</u>			
	<u>(ii) Collect unwanted materials and place in measurable heaps.</u>			
	<u>(iii) The contractor should at all times ensure to keep the site in a neat and tidy condition.</u>			
	<u>GABIONS</u>			
	<u>Foundation trench excavation and backfilling:</u>			
1	Surface preparation for bedding the gabions	m2	4,955	
	<u>Gabions: Galvanised gabion boxes complete with stones as per SANS 1200DK</u>			
2	1,0m wide x 1,0m deep x 2,0m long (172No.)	m3	344	
3	2,0m wide x 1,0m deep x 2,0m long (267No.)	m3	1,068	
	<u>Gabions: Galvanised gabion mattresses</u>			
4	1,0m diaphragm spacing x 6,0m long x 2,0m wide x 0,3m deep mesh (58No.)	m3	209	
	<u>Filter Fabric</u>			
5	Geotextile Bidim A2(U14)	m2	4,955	
	Carried Forward			R
	Section No. 4 Bill No. 1 Landscaping Prepared by Mogale City Local Municipality			

		Brought Forward		R
<u>PARK FURNITURE:</u>				
<u>PLAY EQUIPMENT</u>				
6	a. Supply & install play equipments or similar approved in positions as indicated on the drawings on 15MPa concrete footings	No	15	
7	b. Supply & install childrens play equipment (Modular as per supplier specification and in accordance to SANS and Health and Safety regulation) or similar approved in positions as indicated on the drawings on 15mPa concrete footings (Refer to World outdoor fitness catalogue or similar approved by the client)	No	4	
<u>OUTDOOR GYM EQUIPMENT</u>				
8	a. Supply & install Outdoor gym equipments (as per supplier specification and in accordance to SANS and Health and Safety regulation) or similar approved in positions as indicated on the drawings on 15mPa concrete footings (Refer to World outdoor fitness catalogue or similar approved by the client)	No	15	
Carried to Final Summary				
Section No. 4 Bill No. 1 Landscaping Prepared by Mogale City Local Municipality				R

Section No	<u>FINAL SUMMARY</u>	Page No	Amount
1	Preliminaries	4	
2	New Toilets & Guard House Buildings	31	
3	Water and Sewer	38	
4	Landscaping	40	
	SUB-TOTAL (Excluding Value Added Tax)		R
	<u>CONTINGENCIES</u>		
	Allow contingency amount of 10% to be used as directed by the Engineer.	%	
	SUB-TOTAL including Contingencies but excluding Value Added Tax (VAT)		R
	ADD: Value Added Tax (VAT) calculated at the rate of 15%		R
	Carried to Form of Tender		R
	Prepared by Mogale City Local Municipality		

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: IEM (P) 01/2022

**TENDER: KAGISO REGIONAL PARK PHASE 2
C2.3 Daywork Schedule**

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: IEM (P) 01/2022

TENDER: KAGISO REGIONAL PARK PHASE 2

C2.3 DAYWORK SCHEDULE

The Tenderer shall complete this Annexure in every respect.

The rates and prices given below shall be utilised in settling any claim or claims for which no comparable rate is available in the Schedule of Quantities.

The Tenderer will be required to prove that such rates and prices are reasonable.

1. MATERIAL

■	Cement	50kg pocket delivered	.....
■	Sand	Per cubic metre delivered	.....
■	75-150mm – Dump Rock	Per cubic metre delivered	.....
■	38mm - Nom. stone	Per cubic metre delivered	.....
■	20mm - Nom. stone	Per cubic metre delivered	.....
■	13mm - Nom. stone	Per cubic metre delivered	.....
■	Clay face bricks	Per 1000 delivered	.....
■	Engineering clay bricks	Per 1000 delivered	.....

2. LABOUR

■	Foreman	Per day	.....
■	Ass Foreman	Per day	.....
■	Unskilled labour	Per day	.....
■	Plumbers	Per day	.....
■	Brick layers	Per day	.....
■	Land Surveyor	Per day	.....

The above wages and rates shall allow for the gross remuneration of workmen and foremen and the nett cost of materials actually used. These rates shall be subject to the markup percentages stated in the Appendix as required under Clause 40(4)b of the General Conditions of Contract.

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: IEM (P) 01/2022

TENDER: KAGISO REGIONAL PARK PHASE 2

3. TRANSPORT

Rate per cubic meter per kilometer as

■ Measured in vehicle

■ Rate per metric ton per kilometer

No percentage allowance shall be added to rates for transport.

4. PLANT

The Contractor is to provide rates for any equipment and plant he may consider necessary for the execution of any daywork he may encounter. Rates stated here shall include all profit, etc. These rates will be deemed to include the cost of operator/s if any. In the event of plant used for which no rates are mentioned hereunder, the costs will be held as the average of the rates supplied by three recognised plant hire specialists including an extra over of 15%.

DESCRIPTION		OPERATING TARIFF
Standard TLB 4x4	Per day	
Excavator (20 ton)	Per day	
Excavator (30 ton)	Per day	
Compacting Roller (12 ton)	Per day	
Compacting Roller (PTR)	Per day	
Tippers 6m3	Per day	
Tippers 10m3	Per day	
Compressor (industrial Standard)	Per day	
Grader (140)	Per day	
Bulldozer (30 ton)	Per day	
Water Cart (10kl)	Per day	

.....
For The Contractor

.....
Date

Witnesses 1.

2.

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: IEM (P) 01/2022

TENDER: KAGISO REGIONAL PARK PHASE 2

MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C3: SCOPE OF WORK

INDEX

Page no

C.3 SCOPE OF WORKS:

- C3.1 DESCRIPTION OF WORK
- C3.2 ENGINEERING
- C3.3 PROCUREMENT
- C3.4 CONSTRUCTION
- C3.5 LIST OF DRAWINGS
- C3.6 PROJECT SPECIFICATIONS

C3.6.1 PROJECT SPECIFICATIONS (Part 1)

- PS1 CONTRACT DETAILS
- PS2 CONSTRUCTION DOCUMENTATION REQUIRED
- PS3 SITE FACILITIES AVAILABLE
- PS4 SITE FACILITIES REQUIRED
- PS5 ASPECTS REQUIRING SPECIAL ATTENTION
 - 5.1 Existing Services
 - 5.2 Testing & Quality Control
 - 5.3 Removal of Trees
 - 5.4 Subcontractors
 - 5.5 Adjacent Residential Area
 - 5.6 Beacons & Pegs
 - 5.7 Surveying
- PS6 AS-BUILT DRAWINGS
- PS7 SAMPLES
- PS8 NOTICES, SIGNS & BARRICADES
- PS9 WORKMANSHIP & QUALITY CONTROL
- PS10 SPOIL MATERIAL
- PS11 TRENCHES
- PS12 TRANSPORT OF MATERIAL
- PS13 EMPLOYMENT OF LOCAL LABOUR
- PS14 REFERENCES IN SCHEDULE OF QUANTITIES
- PS15 RATES ALL INCLUSIVE
- PS16 ESCALATION
- PS17 ACCOMMODATION OF TRAFFIC
- PS18 EARTHWORKS – HAULAGE
- PS19 OCCUPATIONAL HEALTH & SAFETY ACT
- PS20 APPLICABLE STANDARDISED SPECIFICATIONS & REGULATIONS
- PS21 STATUS

C3.6.2 PARTICULAR PROJECT SPECIFICATION (Part 2)

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: IEM (P) 01/2022

TENDER: KAGISO REGIONAL PARK PHASE 2

C3.7 GENERIC SPECIFICATION –

3.7.1 Compliance with Health & Safety Regulations 2003 – Principal Contractors (PC)

3.7.2 Compliance with the Environmental Specification – Principal Contractors (PC)

C4 SITE INFORMATION

C5 ANNEXURES

Annexure A - OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO. 85, 1993)

Annexure B - EPWP LABOUR FORMS

Annexure C - GEOTECHNICAL REPORT

Annexure D - BID CHECKLIST

C3 SCOPE OF WORKS

C3.1 DESCRIPTION OF THE WORKS

C.3.1.1 Employers objectives

The Employer's objective is to acquire the services of a competent contractor to undertake the development of Kagiso Regional Park Phase 2.

The works will comprise the construction of Ablution Facilities, Guard house and landscaping of the park.

Labour intensive construction methods (LIC) that will be used to complete the work, with the Employer's Agent ruling on the method to be used.

C3.1.2 Extent of Works

The work to be performed includes the following:

The main elements of the works are:

- Ablution Facilities.
- Guard House
- Landscaping
- Gabions

The description of the work contained in this Scope of Work is merely an outline of the work to be executed in terms of the contract, and shall not limit the work to be carried out by the Contractor and design professional. The Municipality reserves the right to change the scope of works as required.

C3.1.3 Phasing of the Works

Various portions of the site may be handed over to the Contractor at various stages based on the availability of funding throughout the Contract period. The start and completion dates of the phased scope of works will be agreed with the contractor depending on available budget.

The Contractor will commence with each Portion of the Works depending on the availability of funds per financial year if required.

The Employer reserves the right to:

1. Change the above descriptions of the portions of the Works and
2. To omit the implementation of any or a combination of the above portions and
3. to add additional portions to the Works.
4. Terminate the services of the contractor for the preceding phases should it be deemed that the contractor's performance is not satisfactory.

C.3.1.4 Location of Works

The proposed project is situated in Kagiso Ext 8, Krugersdorp in the Gauteng Province and falls under the Mogale City Local. GPS coordinates are 26°09'04"S 27°46'12"S.

C3.2 ENGINEERING

C3.2.1 Design Services and Activity Matrix

The employer is responsible for the design of the permanent works as reflected in the Contract Documents unless otherwise stated. It is the responsibility of the Contractor to design the temporary works and ensure their compatibility with the permanent works. The Contractor shall supply all the details necessary to assist the Engineer in compilation of the as- built drawings.

The responsibilities for design and related documentation are as follows:

DESCRIPTION	RESPONSIBILITY
Detailed design for construction	2MC Consulting Engineers
As-built drawings: Provision of data and marked up drawings Preparation of drawings	Contractor 2MC Consulting Engineers
Materials design	2MC Consulting Engineers

C3.2.2 Employers Design

The extent of the Employer's requirements is indicated in the documentation

C3.3 PROCUREMENT

C3.3.1 Preferential Procurement Procedures

The Works shall be executed in accordance with the requirements specified in Section T1.2, Tender Data (Clause F3.11) and submitted by the Contractor in his Returnable Schedules.

C3.3.2 Subcontracting

The contractor is to identify and present to the Engineer the works to be subcontracted for approval.

C3.4 CONSTRUCTION

C3.4.1 Works Specifications

C3.4.1.1 Applicable Standard Specification

The Standard General and Technical Specifications shall be the latest edition of SANS 1200: South African National Standard 1200 for the construction of Civil Engineering Works

Also refer to the drawings and Specific Project Specifications as required by Mogale City Local Municipality

The Standard Specifications forming part of this contract have been written to cover all phases of work usually encountered on road contracts and may therefore cover items of work not encountered in this particular contract.

The Contractor is responsible for ensuring that he is thoroughly familiar with all the amendments and corrections before submitting his tender.

C3.4.1.2 Particular (Project) Specifications

In certain clauses the Standard Specifications allow a choice to be specified in the Particular (Project) Specifications (C3.6) between alternative materials or methods of construction and for additional requirements to be specified to suit a particular Contract. Details of such alternatives or additional requirements applicable to this Contract are contained in the Particular (Project) Specifications (C3.6). It also contains some additional specifications required for this particular Contract.

C3.4.1.3 Certification by Recognized Bodies

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

C3.4.2 Plant and Materials

Where required, requirements for proof of compliance with materials specifications, submission of samples of materials and finishes, requirements for shop drawings, are stated in the standard or project specifications. This will also apply to the subcontracts. All plant and material to be supplied by the contractor and it will be deemed to be covered in the rates.

C3.4.3 Employment Labour Intensive Construction Works

C3.4.3.1 Competencies of Supervisory Staff and Management

Established contractors shall only engage experienced supervisory and management staff as outlined in Table 1.

Personnel	Experience
Site Agent/Manager	3 years (1)
	5 years (2)
	7 years (3)
General Foreman	2 years (1)
	3 years (2)
	4 years (3)

C3.4.3.2 Employment of unskilled and semi-skilled workers

Requirements for the sourcing and engagement of labour

Unskilled and semi-skilled labour required for the execution of all employment-intensive construction works shall be sourced from communities living within Mogale City Local Municipality area of jurisdiction and through the approved structures.

The minimum daily rate for unskilled local labour will be as set by SAFCEC and published in the Government Gazette.

Tasks established by the Contractor shall be such that:

- i) the average worker completes 5 tasks per week in 40 hours or less; and
- ii) the weakest worker completes 5 tasks per week in 55 hours or less.

The Contractor shall revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of (c) above.

The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference shall be given to people with previous practical experience in construction and/or who come from households:

- i) where the head of the household has less than a primary school education;
- ii) that have less than one full time person earning an income;
- iii) where subsistence agriculture is the source of income;
- iv) those who are not in receipt of any social security pension income

The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- i) 60% women;
- ii) 20% youth who are between the ages of 18 and 35; and
- iii) 2% on persons with disabilities.

C3.4.3.3 **Specific provisions pertaining to SANS 1914-5**

Definition: Targeted labour: Unemployed persons who are employed as local labour on the project.

Contract participation goals

There is no specified Contract Participation Goal for the contract.

Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-4, written contracts shall be entered into with targeted labour.

Variations to SANS 1914-5

The definition for net amount shall be amended as follows: The financial contract value upon completion shall be exclusive of value added tax or sales tax.

The schedule for targeted labour shall define women, youth and persons with disabilities and the number of days of formal training provided.

Training of targeted labour

The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the Contract in a manner that does not compromise worker health and safety.

The Contractor shall access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the Contract, of the likely number of persons that will undergo training and when such training is required. The Employer and the Department of Public Works (Fax: 012-325-8625 / EPWP Unit, Private Bag X65, Pretoria 0001) shall be furnished with a copy of this request.

The Contractor shall dissuade targeted labour from participating in training programs and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.

Proof of compliance with the requirements of the above shall be provided by the Contractor to the Employer prior to submission of the final payment certificate.

The contractor shall allow 2% of the construction value for accredited training, that is the training or programme content will only approved by reputable institution and issue a certificate of exceptionally high standard.

The contractor shall also allow 1% of the construction value for non-accredited training which refers to training and transfer of skill which may not be recognised outside the delivery the training.

C3.4.3.4 Generic employment-intensive specification

Scope

- This specification describes the requirements for activities which are to be executed by hand – this is not Selected trench excavations
- Kerbing
- Paving
- Water and Sewer Connections
- Manholes Building
- Selected Landscaping
- Selected Concrete Works
- Traffic and pedestrian accommodation

C3.5 LIST OF DRAWINGS

Drawings attached as separate Document

a complete list and can be adjusted where work of a labour intensive nature is identified:

DRAWING NUMBER	DRAWING NAME
CIV-103-11	Guardhouse
CIV-102-02	Stormwater Channel Layout
CIV-103-10	Ablution Facility

C3.5.1 Designs and Drawings by the Contractor (Alternative Design)

Not applicable

C3.6. PROJECT SPECIFICATIONS

This Project Specification consists of three parts:

- | | |
|---------------|--------------------------------------------------------------------------|
| Part 1 | General description of project, available facilities, requirements, etc. |
| Part 2 | Variations and additions to the Standardized Specifications. |
| Part 3 | Particular Specifications |

Status

In the event of any conflict between the Project Specifications and the Standardized Specifications, the provisions of the Project Specifications shall take precedence.

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

PART 1 : GENERAL

C3.6.1 PROJECT SPECIFICATIONS – PART 1

PS1. CONTRACT DETAILS

KAGISO REGIONAL PARK PHASE 2

General

- 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

Construction Works

- Ablution Facilities.
- Guard Houses
- Landscaping
- Gabions

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

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

PS2. **CONSTRUCTION DOCUMENTATION REQUIRED**

PS2.1 **Construction Program**

The tender will be awarded as soon as practical.

The time limit for submission of a program is at 14 days from date of the Site Handover.

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

- The starting date, date of possession of the Site and contractual date for completion of the Works.
- The date when the Contractor plans to complete the Works,
- The work of the Employer and others as stated in the Scope of Work.
- The dates when the Contractor plans to complete work needed to allow the Employer and others to do their work.
- Provisions for float, time risk allowances, health and safety requirements and other procedures set out in the contract.
- The dates when, in order to carry out the work in this contract, the Contractor will need acceptances (of drawings, design and the like), "free issue" plant and materials or other things to be provided by the Employer in terms of the contract.
- Method statements demonstrating the extent of resources of people, facilities and equipment the contractor intends to apply to principal activities shown on the program.

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

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

The approval by the Engineer of a program shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to the program. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the program if necessary. The Contractor is also referred to Project Specifications PS3, PS4 & 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 OHSA (Refer to Check List in this tender document). The Safety Plan must detail

safety procedures and measurements in which he proposes to carry out the Works. If accepted, the Contractor must execute the works in strict accordance with the Plan. [*Refer to Health & Safety Compliance Form Included in this tender document*]

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

PS2.3 Labour Schedule

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

- * Number of total labour force
- * Number of person-days of employment
- * Number of local labour (Listed: Adult Male / Female / Youth Male / Female / Disabled)
- * Minimum day-task rate earned on project
- * Non-Accredited Training provided since previous meeting
- ** 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)

Not applicable.

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 in order for local labour to obtain Life Skills, AIDS Related Training and Introduction to the World of Work training from the Department of Labour. As proof of registration a photocopy of the original registration form with the original ink stamp of the local Department of Labour, as well as the protocol registration number. [*Refer to Labour Registration Form included in this tender document*]

PS3 SITE FACILITIES AVAILABLE

PS3.1 Camp Site

Contractor to make his own arrangements.

The contractor shall provide a suitable site for his camp and for accommodating the work force. The choice of the site for the establishment of the camp, offices and the layout thereof, shall be approved.

The camp site shall be cleared and grubbed and properly fenced with a security fence around the perimeter. The Contractor is to provide his own security at the camp or on the site if required, at his own expense.

After completion of the contract, the Contractor shall remove all his temporary buildings, plant and equipment. The site shall be made good and be left in a neat and tidy condition before a certificate of completion shall be issued. Payment for this item is deemed to be included in the P&G items.

PS 3.2 Water

Contractor to make his own arrangements.

The Contractor shall make his own arrangement for potable and construction water. No natural water from rivers, streams, boreholes, pans, dams or irrigation canals shall be used for concrete or stabilised layers. Only drinking quality purified water shall be used. The Contractor must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates.

PS 3.3 Electricity

Contractor to make his own arrangements.

PS 4 SITE FACILITIES REQUIRED

PS 4.1 Facilities for the Engineer

One site office (12m² with desk, chair, cabinet and power point) and boardroom (24m² with desks, 12 chairs and power point) for site meetings to be supplied by contractor.

PS 4.2 Sewerage

The Contractor shall, at each construction area, provide sufficient portable chemical latrine units. The latrine units shall be serviced daily and kept in a hygienic and orderly state to the approval of the engineer. No separate payment shall be made for this requirement and the costs thereof shall be deemed to be included in the rates billed for the contractor's time-related obligations.

One toilet to be supplied by contractor for sole use of engineer and client

PS 4.3 **Site Instruction Book**

Contractor to supply.

PS.4.4 **Laboratory facilities**

Not applicable.

PS.4.5 **Tender Notice Board**

Contractor to supply 2 construction board notices of standard size. Payment for this item is deemed to be included in the P&G items.

PS4.6 **Landline Telephone**

Not required

PS4.7 **Rain Gauge**

Contractor to supply and maintain. Payment for this item is deemed to be included in the P&G items.

PS5. **ASPECTS REQUIRING SPECIAL ATTENTION**

PS5.1 **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

PS5.2 Testing and Quality Control

The contractor may be requested from time- to time to provide Material tests from the suppliers should this be required.

All material supplied shall carry the SABS mark where required and meet the minimum specification as described in SANS1200..

PS5.4 Removal of trees and other vegetation

No trees or vegetation may be removed without the prior written approval form the engineer or Mogale City residential areas Estate Manager.

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

Not applicable.

PS5.6 Subcontractors

Sub- contracting, of the supply of materials, installation of traffic signals and relocation of existing services will be allowed.

PS5.7 Adjacent Occupied Areas

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

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

Work in the proximity of the Provincial Roads

The contractors must take due care and exercise caution when working in the vicinity of the provincial road and all requirements and precautions stated in the Wayleave must strictly be adhered to. No plant may be parked, or structures erected within 30m of the Provincial Road. Notice to all relevant Provincial

Authorities and arrangements with them shall be the full responsibility of the contractor and is deemed to be included in the rates tendered.

PS5.9 **Beacons & Pegs**

The positioning of benchmarks will be indicated by the Municipality.

PS5.10 **Surveying**

Measurements for payment purposes will be performed by the Contractor and a representative from the Municipality and the Engineer.

Payment for the setting out of the works will be deemed inclusive in the rates and no additional payment will be made in that regard unless specifically scheduled.

Contractor to provide as-built surveys of installed services and roadways and will be deemed inclusive in the rates and no additional payment will be made in that regard unless specifically scheduled.

PS6 **AS-BUILT DRAWINGS**

Not required.

PS7 **SAMPLES**

The contractor will be notified of samples required prior to ordering of material.

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 required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control. Also refer to GCC 2015 Clause 7

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

PS10 SPOIL MATERIAL & STOCKPILE MATERIAL

No indiscriminate spoiling of material is permitted. Surplus or unsuitable materials shall be spoiled or stockpiled as directed 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

Not applicable.

PS12 TRANSPORT OF MATERIAL

All costs for transporting materials, including 2km freehaul, shall be included in the applicable tendered rates. All references in the Specifications to transport, overhaul and haul distances shall be deleted irrespective of whether or not the deletion is included in these Project Specifications. Where material must be spoiled at Municipal dumping site or similar, it shall be specifically stated for pricing purposes.

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 Council.

To this end the Contractor is expected to limit non-local employees to key personnel only and to employ 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.
- b) 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.
- a) The following types of activities have been identified as suitable for labour-based construction methods on this project:
 - Bricklaying, carpentry for construction of ablution facilities and Guard house
 - Selected Landscaping
 - Concrete works

PS13.3 Wages

All labour shall be paid according to the latest SAFCEC labour rate guideline i.e the minimum wage for a local labourer is at a general worker's rate or as prescribed for each skill level thereafter.

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

PS13.4 Liaison with local communities

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

S13.5 Skills Related Training

Not applicable.

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.

PS13.8 Appointment of Community Liaison Officer

1. A community liaison officer (CLO) will be appointed from the local community. The liaison officer will, amongst other duties, be responsible for the liaison with the beneficiary community.
2. Provision for the payment of the CLO has been made in the Pricing Data.
3. The successful tenderer shall enter into an agreement with the Ward Councillor/Ward Committee whereby the Ward Councillor shall provide to the Contractor with a Community Liaison Officer (CLO) for liaison with the recipient community.
4. The CLO shall attend all site and other meetings concerning the work package.
5. The agreement shall make provision for the payment by the Contractor to the CLO a maximum amount calculated as follows:

Wage per month = R 5 000 per month
6. Only one CLO shall be appointed per work package. If the work package spans over more than one Ward, the relevant Ward Councillors shall agree on one CLO to be appointed by the Contractor. Should no agreement be found as envisaged, the relevant Project Manager

together with the Executive Director: Integrated Community Development, or their nominees, will interview prospective appointees and in their discretion appoint such CLO.

7. Notwithstanding the above, if the vastness of the work package requires the use of more than one CLO, this will be permitted provided that the total monthly sum paid to all CLO's shall not exceed the amount allowed for as set out above.
8. Should the Contractor experience any difficulties with the community, these difficulties shall immediately be brought to the attention of the Department/Project Manager who shall arrange a meeting with the relevant Ward Councillor(s) and the CLO to resolve such difficulties.
9. The main Contractor shall ensure that any Sub-Contractor he may appoint shall adhere to these conditions but also subject to the provisos applicable to the duration of such sub-contract.
10. Should any of the above conditions be less favourable than any Bargaining Council Agreement or Act applicable to the Contractor, the more favourable condition will apply.

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.

PS14.1 Use of mechanical plant

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

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

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

PS15. RATES ALL INCLUSIVE

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

PS15.1 Payment for day works labour

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

PS16. ESCALATION

General Escalation is only applicable to contracts of 12 months and longer.

Escalation for Special Materials will be applicable on this contract. Calculations will be done in accordance with Clause 6.8 of General Conditions of Contract 2010. Refer to Annexure to Form of Tender, Contract Data for more details.

Base month will be date of Tender Closing.

PS17 **ACCOMMODATION OF TRAFFIC**

The Contractor must allow for the accommodation of traffic as part of the tendered rates for construction costs and no separate provision will therefore be made elsewhere. The accommodation of traffic must also be specified in the Safety Plan.

PS18 **EARTHWORKS**

Contractor to construct the necessary earthworks and roadbed before placing of road layerworks.

Free haul boundaries will be a 1km radius of the working site.

PS19 **OCCUPATIONAL HEALTH & SAFETY ACT**

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

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

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

PS20 **APPLICABLE STANDARDISED SPECIFICATIONS & REGULATIONS**

For the purposes of this Contract, the SANS 1200 Standardised Specifications shall apply and be used as the construction specification and for measurement of quantities.

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

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

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) The Occupational, Health and Safety Act 85/93, as amended.
- 03) The local Municipal Bye-laws and Regulations as well as the regulations of the local Supply Authority.
- 06) The regulations of Telkom.
- 07) The regulations of the local Gas Board where applicable.
- 08) The standard regulations of any Government Department or public service company where applicable.
- 09) The Regulations of Rand Water.
- 10) The Regulations of Eskom

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:

- xi.contract agreement;
- xii.form of tender and appendix to form of tender;
- xiii.special conditions of tender;
- xiv.project specification;
- xv.general conditions of tender;

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: IEM (P) 01/2022

TENDER: KAGISO REGIONAL PARK PHASE 2

- xvi.particular specifications;
- xvii.schedule of quantity and summary;
- xviii.statutory regulations;
- xix.standard SABS specifications;
- xx.any other standard specification

3.6.2 PART 2 : PARTICULAR PROJECT SPECIFICATION

C3.6.2 PART 2

VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS FOR THIS CONTRACT

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

SANS 1200A GENERAL

B 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."

B 2 INTERPRETATIONS

B 2.1 DEFINITIONS

(a) General

ADD THE FOLLOWING DEFINITIONS:

Task	:	"A quantified activity or operation"
Task Rate	:	"Remuneration for a clearly identifiable completed task"
Daily Rate	:	"The remuneration of a day's work, regardless of output and applicable when unable to define tasks."
Labour-Intensive Construction	:	"The economically efficient employment of an optimum portion of labour as is technically viable to produce as high standard of construction as demanded by the specifications and allowed by the funding available; thus effective substitution of labour for equipment."
Labour-based Construction	:	See labour intensive construction

B 3 MATERIALS

B 3.1 Quality

ADD THE FOLLOWING:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified in accordance with SANS 1200 Specifications shall bear the SABS mark, whether so specified or not."

B 3.2 Ordering of Materials

The quantities set out in the Schedule of Quantities have been carefully determined from calculations based on data available at the time and should therefore be considered to be approximate quantities only. Before ordering materials of any kind the Contractor shall check with the Engineer whether or not 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 Engineer.

The Contractor shall bear the responsibility for all delays caused by himself, his sub – contractors and / or his suppliers, and the provisions of the penalty clause will be applied in the event of late completion even if these are caused by delays in the delivery of materials unless the Contractor can prove that his order for materials was placed timeously.

B 4 PLANT

B 4.1 Storage [Sub clause 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. Rubber articles, including pipe insertion or joint rings, shall be kept away from sunlight, oil or grease. Stores of materials shall be properly watched at all times.

All cement shall be stored in completely waterproof and ventilated stores provided with wooden floors. The floors shall be carried on wooden beams, the underside of which shall be 150mm clear of the ground surface beneath.

Every precaution must be taken to keep cement dry and prevent access of moisture to it from the time it leaves the place of manufacture until it is required for use on the site. Any bags of cement which show any degree of hydration and setting shall be removed from the site of the works and replaced at the contractor's own expense.

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

Precaution shall be taken to prevent the bending of steelwork and fittings. Valves shall not be slung from their hand wheels. 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.

B 4.3 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.

B 5 CONSTRUCTION

B 5.1 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.

B 5.2 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

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

B 5.2 LOCATION AND PROTECTION OF EXISTING SERVICES

B 5.2.1 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 011 951 3030
Water	:	011 951 2000 / 011 668 0628	
Sewerage	:	011 951 2000 / 011 668 0628	
Traffic	:	011 951 2000 / 011 951 2222	

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

ADD THE FOLLOWING SUBCLAUSES:

B 5.3 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.

B 5.3.1 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.
- 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.

B 5.3.2 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.

B 5.3.3 Risk Assessment

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

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

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

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

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

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

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

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

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

B 5.4 **PLANNING AND PROGRAMMING**

The Contractor shall submit within the period stated in the Contract Data a suitable and realistic construction programme for the consideration of the Engineer. This shall be done individually for each of the work packages identified within the limits of this tender.

The programme shall be in the form of a Gantt chart and shall include the following details:

- A work breakdown structure, identifying the major activity groups.
- For each activity group further details shall be provided with regard to the scheduled start and end dates of individual activities.
- The linkages between activities shall be clearly indicated and the logical network upon which the programme is based shall be separately submitted to the engineer if requested. Any constraints shall be classified as being time-related or resource-related.
- The critical path(s) shall be clearly indicated and floats on non-critical activities shall be shown.
- The Contractor shall indicate the working hours per day, night, week and month allowed for in the programme.
- Where relevant the Contractor shall state the production rates for key activities, e.g. earthworks, etc.
- The dates when, in order to construct the Works in accordance with his programme, the Contractor will need materials and other things to be provided by the Employer.
- For each activity, a statement of how the Contractor plans to do the work identifying the principal equipment and other resources which he plans to use.
- The execution of the work must be programmed in such a manner as to limit disruption to passing traffic and residents to a minimum.

Together with the programme as detailed above the Contractor shall submit to the Engineer a cash flow projection, indicating projected monthly invoice amounts. This have to be done for each of the work packages identified within the limits of the tender. The cash flow projection shall be updated at monthly intervals to reflect actual payments to date and anticipated further payments.

The programme will be reviewed at the monthly site meetings at which the Contractor shall provide sufficient detail that will allow the comparison of completed work per activity that has fallen behind. The updated programme shall be submitted to the Engineer at least two days prior to the monthly meetings.

If the programme has to be revised by reason of the Contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time in order to ensure completion of the Works within the time for completion as defined in Clause 42 of the General Conditions of Contract or any granted extension of time. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site, or by using the available labour and plant on site, or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to submit the programme or to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided in Clause 55 of the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual significance other than that the Engineer will be satisfied that the work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme if required by circumstances. The Contractor is also referred to Clause 12 of the General Conditions of Contract when drawing up his programme.

B 5.3.4 Documentation to be kept by the Contractor

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

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

B 8 MEASUREMENT AND PAYMENT

B 8.1 MEASUREMENT

B 8.2 PAYMENT [SUBCLAUSE 8.2]

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

Labour Rates

Add the following

Task-based workers shall be paid for task rates as agreed beforehand. Payment shall be for completed tasks irrelevant of time spend to complete the task. (As per Civil Engineering Industry Published in Government Gazette)

Note: It is the tenderers responsibility to check the rates as given with the latest rates on SAFCEC website PROPOSED MINIMUM DAILY WAGES – full details at www.safcec.org.za

MOGALE CITY LOCAL MUNICIPALITY**TENDER NO: IEM (P) 01/2022****TENDER: KAGISO REGIONAL PARK PHASE 2**

<u>SAFCEC AGREED TASK OUTPUTS</u>			
The following activities and production rates have been agreed by SAFCEC to be realistic	SOFT		HARD
	Min	Max	
1. I) Excavation in soft material 0-1,0 m deep(m 3)	3m3	5m3	2,5
ii) Excavation in soft material 0-1,5 m deep (m 3)	1,1m3	4.0m3	0,3
2. Backfilling in sand 0-1,5 m deep	5m3	7,0 m3	0
3. Trim and compact road bed	40m2	75m2	20
4. Excavation in clay 0 - 1,0 m deep	2m3	3m3	1,0
Excavation in clay 0 -1,5 m deep	0,7m3	2,5m3	0,8
5. Placing and compaction of sidewalk calcrete 150 mm thick	10,m2	20m2	0
6. Placing and compaction of base or subbase 150 mm thick	15m2	30m2	0
7. Manufacture of kerbs (no)	15	25	0
8. Manufacture of bricks (no)	80	200	0
9. Manufacture of blocks (no)	60	150	0
10. Brickwork to manholes (220 mm)	1,5m2	3,7m2	0
11. Laying block work to toilets (m2)	2m2	5,0m2	0
12. Placing of sand asphalt (ton)	0,5m3	1,0m3	0
13. Mixing concrete	0,7m3	3m3	0
14. Trench excavation (max. 1.5 m deep) (1,0m x 0,5m x2.5m)excavate to	1,5m3	3,0m3	0
15. Backfilling : obtain from stockpile within 20m. Backfill including mixing water			
I) Backfill trench including tamping	5,0m3	7,0m3	0
ii) Backfill trench compacted by other	2,0m3	3,5m3	2,0
16. Lead and unload tractor/ trailer from stockpile	2,0m3	4,5m3	0
17. Bulk excavation to stockpile within 20m(m3)	2,5m3	3,5m3	0
18. Move from stockpile up to 20m spread level and mix for compaction	2m3	4,5m3	1.7
19. Insitu treatment, 100 mm deep: Excavate window, 100 mm deep, mix water spread and level for compaction	20m3	40m3	13
20. Team tasks:			
(3 per team)			
concreting	8m3	12m3	0
kerbing	200m3	450m3	0
side drains	8m3	12m3	0
Subsoil drains (level, bedding, lay pipe)	250m	400m	0
Grassing and Edging to footways	250m	500m	0
21. Lay concrete blocks : per packer	22m2	85m2	0
: per team member	8m2	30m2	0
22. Expose existing service (max. 1,5m deep)	2,5m3	4,5m3	2
23 I) Excavate for manholes (max depth 1,5m)	2m3	4m3	2
ii) Excavate for manholes (max. depth 2,0m)	1m3	3m3	0
24. I) Spread and level 75 mm subbase compacted by others	8m3	16m3	0
ii) Spread and level 100 mm subbase compacted by others	83	6m3	0
iii) Spread and level 100 mm macadam base (stone)	8m3	16m3	0
iv) Spread and level 20 mm macadam base (filler)	8m3	16m3	0
25. I) Hand trim and lay sewer pipes(Long straight runs)	100m	150m	0
ii) Hand trim and lay sewer pipes (short restricted)	60m	120m	0
26. Slurry (mix and spread)	0,5m3	1,0m3	0
27. Sweep roads	300m2	1000m2	0
28. Spread chips	250m2	350m2	0
29. Apply prime (6per team)	400m2	600m2	0

Tasks established by the contractor must be such that the average worker completes 5 tasks per week in 40 hours or less; and the weakest worker completes 5 tasks per week in 55 hours

or less. As a guideline the agreed tasks as published by SAFCEC is attached. The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 5 tasks in 55 hour week.

8.2 PAYMENT

8.2.1 Fixed-charge and value-related items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.1 WITH THE FOLLOWING:

8.2.1.1 Fixed-charge items

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

- (a) EIGHTY PER CENT (80%) of the sum tendered will be paid when the facilities have been provided and approved;
- (b) The remaining TWENTY PER CENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

8.2.1.2 Value-related items

Payment for the sum tendered under item 8.3.2 will be made in three separate instalments as follows:

- (a) The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Special Conditions of Contract, and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.
- (b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second instalment, exceeds 50% of the tender sum.
- (c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Special Conditions of Contract.

8.2.2 Time-related items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.2 WITH THE FOLLOWING:

"Subject to the provisions of subclauses 8.2.3 and 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly as tendered for in the pricing schedule."

8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

Replace the contents of subclause 8.3.1 with the following:

8.3.1 Fixed preliminary and general charges Unit: sum

The sums tendered shall include full compensation for all fixed-charge preliminary and general charges as described in subclause 8.1.2.2. Payment will be made as described in subclause 8.2.1.1.

8.3.2 Value-related preliminary and general charges Unit: sum

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in subclause 8.1.2.2. Payment will be made as described in subclause 8.2.1.2.

8.4 SCHEDULED TIME-RELATED ITEMS

Replace the contents of subclause 8.4 with the following:

8.4.1 Time-related preliminary and general charges Unit: month

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in subclause 8.1.2.2. Payment will be made as described in subclause 8.2.2."

8.8 TEMPORARY WORKS

8.8.2 Dealing with Traffic

Add the following:

The contractor shall ensure that traffic accommodation during the construction phase adheres to the requirements of the South African Road Traffic Signs Manual (SARTSM) at all times. The engineer will instruct the contractor if any additional traffic accommodation items are required. The amount and rates tendered shall include full compensation for all the requirements as tendered for in the pricing schedule.

**8.10 COMPLIANCE WITH OHS SPECIFICATION
(INCLUDING THE LATEST CONSTRUCTION REGULATIONS) Unit: sum**

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS specification at all times for the full duration of the Contract. The successful tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

SANS1200AB: ENGINEERS OFFICE

8.2 PAYMENT

8.2.1 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

Add the following:

B8.2.1.1 Fixed charges Unit: sum

The sum tendered shall include full compensation for provision of an office and toilet structure for the sole use of the engineer as described in subclause 3.2.

B8.2.1.2 Time-related charges Unit: month

The sum tendered shall include full compensation for maintenance of the engineer's office and toilet as described in subclause 3.2.

B8.2.1.3 Engineers Accommodation Unit: PC sum

The contractor shall pay the PC sum amount as stated for the engineer's accommodations.

SANS1200D EARTHWORKS

5.2.5.1: Free-Haul

Add the following:

"The free haul boundaries will be deemed the construction area of the park, the site camp and the site. No haulage will be considered for distances less than 1.5km."

**SECTION FOUR: GENERAL LANDSCAPE
SPECIFICATIONS PART ONE**

1.1 GENERAL

These specifications address the installation of the **KAGISO PARK PHASE 2** Landscape Tender. The specifications must be read in conjunction with the General Specifications applicable to all contracts at the project. They must further be read in conjunction with the landscape drawings, as referred to in this document, produced by Msavheni Landscape Architecture Planning and Construction.

The landscape contract is a sub-contract to the main civil contract and all rules and regulations pertaining to sub-contracts shall apply.

1.1.1 Scope of Specifications

All work, where applicable, must be carried out according to this specification.

The Contractor must take note of the contents of this specification as well as the type and extent of the work, as no claims will be considered as a result of misinterpretation. Vagueness and discrepancies should be discussed with the Landscape Architect prior to tendering without delay.

Where items of materials or the exact procedures may not be specified, the contractor will request that the Landscape Architect gives such detailed information as may be required so as to deliver a product of the highest quality.

1.1.2 Contractor's Equipment and Tools

The Tenderer's equipment shall be of a modern design and, where applicable, roadworthy and suitable for the service for which it is required. Where the Landscape Architect is of the opinion that the Contractor has ineffective or inadequate equipment on site which will hamper the work to be carried out, he shall have the right to instruct the Contractor to obtain and provide onsite such additional or approved equipment which in his opinion is required for the carrying out of the work, without the progress of the work being affected in any way.

The Contractor must remove all equipment, which is not in working order or needed on site.

1.1.3 Plotting of Works

The Contractor shall be responsible for the correct pegging out of the works as measured from reference pegs and sight levels as indicated by the Landscape Architect.

The Contractor must supply the necessary measuring equipment for use by the Landscape Architect, as well as sufficient assistants for the plotting, the surveying and the checking of heights, which may be required as the contracted work progresses.

1.1.4 Contractor's Labor

The Contractor shall make his own arrangements to recruit labor for the work as stipulated in the contract to be carried out. The registration and payment of any fees and insurance with regard to labor shall be the responsibility of the Contractor. Housing of all employees must meet the requirements of the Local Authorities.

1.1.5 **Electricity and Water**

1.1.5.1 Electricity

The Contractor must make his own arrangements for the use of electricity for construction purposes, and his tender must provide for expenses in this regard.

1.1.5.2 Water

Water for construction purposes is available on site. The Contractor shall provide for and make his own arrangements for the supply of water to the works areas. All cost regarding connections, pipes and piping shall be borne by the Contractor.

1.1.6 **Storage of Materials on Site**

The Contractor must ensure that no material is delivered on site before it's placing and the Main Contractor approves storage on site.

1.1.7 **Existing Works**

The Contractor is responsible for obtaining any information regarding sewers, water mains, and stormwater drains, electric and telephone cable and any other public services and existing works, which may be affected by the Works.

The Contractor shall be responsible for any damage to such services and existing works in the execution of this contract and shall reimburse the Employer for any repairs required or compensation for damages awarded.

The Contractor shall be responsible for immediately notifying the Landscape Architect regarding any damage cause to services and existing works.

1.1.8 **Maintenance and Safeguarding of New Works**

During the various phases of the work, the Contractor shall safeguard his works from any damage, and maintain them at his own expense until they are handed over to the Client at the end of the retention period. Any defects or damage, which may occur during this period, must be rectified by the Contractor at his own expense, whether caused by construction machinery, normal traffic, rain, wind damage, faulty materials, or whatever reason. The Contractor shall rectify such damage immediately and at his own expense. If the Contractor neglects to undertake the required repairs, the Landscape Architect reserves the right to appoint any suitable person to effect said repairs at the expense of the Contractor. The Landscape Architect shall inform the Contractor as soon as possible if such action has been taken.

1.1.9 **Program**

The execution of the work set out in this contract shall be completed in phases in order to accommodate other construction work, and the provision of various works facilities should be sequenced according to a system. The Landscape Architect shall inform the Contractor of the particular succession of activities and the Contractor will not be able to accept such programming as grounds for claims for additional remuneration.

1.1.10 **Underground services**

- All documentation and drawings / plans are to remain on site and are to be made readily available at all times.
- The Contractor and his sub-contractors will obtain all "As built" drawings / plans to thoroughly familiarise themselves with any underground services, including electrical, domestic water, drainage (sewer), telecommunications, data and storm water drainage on site.
- The Contractor will be responsible for damage and subsequent repairs to existing underground utilities, which are shown on the drawings or evidence of which is clearly visible on the site.
- The Contractor will investigate the site prior to commencement of work and in case of discrepancies between existing site conditions and site conditions as shown on drawings, promptly notify the Landscape Architect in writing.
- No work shall commence until such discrepancies have been investigated and corrected.

1.1.11 **Re-instatement of damage to the site resulting from works**

All roads, kerb stones, wire fencing, poles, structures, paving, etc. which have been affected in the course of the work carried out, shall be set right before the site is vacated, even though no provision has been made for this in the Bill of Quantities.

1.1.12 **Site Meetings**

Meetings on site shall be held at such suitable intervals as determined from time to time by the Landscape Architect or his representative and must be attended by the Contractor. The Contractor must carry out directives received at these meetings within the stipulated period. Failure by the Contractor to carry out these directives shall constitute breach of contract.

1.1.13 **Overtime**

No additional payments will be made for overtime worked. It is expected of the Contractor as part of his normal duties to complete the project timorously even if directed to work after normal hours.

1.1.14 **Supervision**

The Contractor must ensure the continuous presence of a capable overseer in his service who can receive and execute directives from the Landscape Architect.

1.1.15 **Skilled Labor**

Only bona fide skilled artisans, who are paid according to the standard rates, shall be used where skilled workmanship is required.

1.1.16 **Co-operation with other Contractors**

No claim for additional compensation, which arises from any cause resulting from the presence of another, Contractor on site will be considered.

1.1.17 Damage by flooding

The Contractor must at his own expense apply all the necessary measures to prevent his works from being damaged by floodwater and erosion. The Contractor must channel all stormwater which leaves his site so that it causes no damage to existing work or work in progress at a lower level, and does not flood or retard the progress of work being carried out by other contractors.

The Landscape Architect or his representative must approve any measures taken to cope with stormwater.

1.1.18 General neatness on site

The Contractor shall at all times during the duration of his contract keep the site neat and clean.

It shall be expected of the Contractor as a normal part of his duties, to clear and tidy the site totally over weekends, to such an extent that no disruption or discomfort is experienced and that the area may be considered safe.

1.1.19 Delays in the delivery of materials

The Contractor shall ensure that work carried out will not be delayed by the late delivery of materials to the site as a result of a shortage of materials or the fact that the Contractor neglected to place orders immediately.

1.1.20 Tests

The Contractor will from time to time draw soil samples on site at places pointed out by the Landscape Architect for analysis as regards soil fertility and soil suitability, and will provide in his tender for costs which may be incurred to cover this item. Detailed records of all samples drawn and results are to be kept by the Contractor.

1.1.21 Removal of material from site

Any material, of whatever nature, which must be removed from the site as directed by the Landscape Architect and as stipulated in this contract, must first be placed in measurable heaps as instructed by the Contractor and to be measured in-situ by the Landscape Architect before it is removed. No disbursements will be approved for material, which is removed without the proper controls.

1.1.22 Additional work

Should the Contractor be instructed by the Landscape Architect to carry out additional work, it will be done in terms of the Main Contract.

1.1.23 As built drawings and operating manuals

As built drawings and operating manuals shall be made available prior to the Practical Completion of the Works taking into account the Sectional Completion of the works.

1.2 SITE CLEARANCE

1.2.1 Clearing of area to be landscaped

This item is to include excavation and removal of all rubbish, soiled earth and waste from the whole area to be planted or where construction work will take place, as well as roughly leveling cleared areas. All loose rubble, concrete, dead trees, dead shrubs, etc., must be stockpiled and then removed from the site after the quantities have been measured and approved by the Landscape Architect or his representative. Only trees and shrubs indicated by the Landscape Architect or his representative may be removed.

1.3 EARTHWORKS

1.3.1 Scope

The Contractor shall only commence with the earthworks with the approval of the Landscape Architect. The Contractor is to make a proper survey of the existing layout of the site before any earthworks are commenced. This is necessary to clarify any possible vagueness between the conditions on the site and the drawings indicating site works.

1.3.2 Topsoil

The Contractor is to Import topsoil for all his/her topsoil requirements for the execution of this contract, unless otherwise specified by the Landscape Architect.

Topsoil shall be placed and spread over prepared areas and then trimmed to the uniform thickness, as required by the Landscape Architect. Furthermore, on spreading and compacting the topsoil, the topsoil thickness shall nowhere be less than specified.

Topsoil layer to be spread to the following thickness:

- Veldgrass areas to a minimum thickness of 30mm layer.
- Planting areas to a minimum thickness 100mm layer.
- Tree holes where required to a minimum of 0,34m³ per tree hole.

1.3.3 Subsidence

The Contractor shall address any subsidence of soil levels that may occur relating to the works as set out in this contract. The cost of reinstating soil levels shall be borne by the Contractor.

1.3.4 Compost

The Landscape Architect will only accept compost if the samples submitted comply with the following requirements:

All compost shall consist of well-decomposed organic material, free of detrimental salts, glass, debris, weeds and other toxic impurities.

The pH shall not exceed 7.0.

Compost shall be protected against excessive rain, wind and dissipation.

Compost shall be applied in quantities as follows:

- 0,17m³ per tree hole (151 trees)
- 40mm thick over planting areas (1633m²)

1.3.5 Fertilizers

All fertilizer shall be stored in plastic bags. Fertilizer mixtures used shall comply with the specification in Act 36 of 1947. Application of fertilizer for soil improvement will be specified by the Landscape Architect or added strictly according to the manufacturer's specification.

During the process of rotavation, substances which need to be added in large quantities, will be thoroughly mixed throughout the growing horizon to a depth of 200 mm and not just placed on the surface. These substances include lime, phosphates, manure, compost, slow release fertilizers, colloids, etc. No fertilizer should be added more than two weeks prior to planting.

All fertilizers and soil improvement remedies must be applied during dry weather conditions. Fertilizers must be worked in within 24 hours after application to prevent loss through wind and weather.

Fertilizers to be used and application must be as follows:

- Super phosphate @ 100g/m² over shrubs and groundcovers areas
- Super phosphate @ 375g/tree hole

1.3.6 Soluble fertilizers (Time of application)

Soluble fertilizers must be applied after irrigation and be washed into the soil with a further light wetting.

Soluble fertilizers may only be applied to growing plants if leaf surfaces are dry. Fertilizers must be rinsed off the leaves immediately after application.

1.3.7 Mulching

Mulch shall consist of bark chips of varying sizes between 70 and 100mm in diameter and should be free of seed or damaging salts or other impurities.

The contractor shall provide a sample of mulching to the Landscape Architect for approval.

The mulch shall be spread to a 50mm layer of bark shavings mulching in all planting areas. All landscaped areas covered with mulch should be watered thoroughly after placing/spreading

1.3.8 Payment

Payment for the purchase of and spreading of topsoil, compost and fertilizers shall be made according to the quantities indicated in the Bill of Quantities and the amounts actually applied as instructed by the Landscape Architect.

Payment for the working in of fertilizers shall be covered under seedbed preparation.

1.4 SOIL PREPARATION

1.4.1 Scarifying

All soil, which is going to be cultivated, must, unless otherwise specified by the Landscape Architect, be ripped to a depth of 200 mm by crisscrossing the area at 200 mm intervals using an approved implement.

In areas as indicated on the relevant drawings, where the tolerance of levelness of the cultivated area must be such that the grass can be cut with mechanical mowers, the soil preparation will consist of the loosening of the ground whereupon the ground will be ploughed with an approved instrument. The working in of fertilizers is included in this item.

1.4.2 Fine grading

After the soil has been tilled and shaped to the desired soil profile and stipulated in the quantity list, final formation will be achieved by means of a light-duty tractor and scraper and, wherever possible, garden rakes will be used for finishing.

Where establishment of hydro-seeding according to drawings and bill of quantities is prescribed, seed must be sown before the final manual labor is deployed.

Stones larger than 50 mm diameter and rubble, which are exposed during the finishing processes, must be placed in measurable heaps so that the Landscape Architect can measure the volume. Storage heaps must be kept neat.

Removal of stones and rubble to the dumping site, except as stipulated in the Specification, may only be done upon instruction from the Landscape Architect.

1.4.3 Payment

Payment will be made according to the unit price per m², according to area prepared, fertilized and planted or sown for all areas, including final shaping to a tolerance of 25 mm when measured with a 4-meter straight edge.

1.5 PLANTING SPECIFICATIONS

1.5.1 General

All plants shall comply with the plant schedule and no alternatives will be accepted without the written approval of the Landscape Architect.

Extremes in temperature and moisture must be considered before the commencement of planting.

1.5.2 Plant material

Preference must be given to sourcing the plants locally, but the Contractor must make provision to source and purchase plants from any supplier in the Republic of South Africa and transport them to the site. The Contractor must, if so requested by the Landscape Architect, give preference to particular sources of plant material.

All plant material supplied by the Contractor shall be acquired from a registered nursery.

Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable providing that the larger plants will not be cut back to size indicated unless approved by the Landscape Architect. If the minimum requirements regarding the size and appearance of plants are not met, the Contractor shall only be remunerated according to the size of the plants on site.

All plants and other products and materials to be supplied by the Contractor shall be subject to inspection and approval of quality, size and colour by the Landscape Architect prior to their installation. Such inspection shall be made at the site or nursery if proximity allows at dates and times which shall be agreed to.

Right is reserved to reject plants considered as unsatisfactory. Rejected plants shall be removed from site.

Planters shall be free of weeds and an approved soil/compost mix shall be continually added to the soil to prevent the exposure of plant roots.

Plant names indicated in legends conform to the local nursery nomenclature, or will give the synonymous name where these differ.

Substitutions will not be permitted. If proof is submitted that specific plants or sizes are unobtainable proposals will be considered for nearest equivalent size or variety with equitable adjustment of contract price.

1.5.2.1 Specimen Trees

The height of the trees, measured from the crown of the roots to the top of the top branch, shall not be less than the minimum size designated in the plant list. The measurements for height shall be taken from the ground level to the average height of the top of the plant and not the longest branch.

Specimen trees out of 200litre containers shall be 3000-3800mm stem in height and 1800mm wide crown after planting with stem diameter of 60-80mm measured 300mm above soil level. Specimen trees out of 100litre containers shall be 2500-2800mm stem in height and 1600mm wide crown after planting with stem diameter of 50-60mm measured 300mm above soil level.

Specimen trees out of 50litre containers shall be 1500-1800mm stem in height and 1400mm wide crown after planting with stem diameter of 40-60mm measured 300mm above soil level.

1.5.2.2 Shrubs and Groundcover

Shrubs and small plants must meet the requirements for spread and height indicated in the plant list.

No pruning wounds shall be present with a diameter of more than 25 mm. All wounds shall show vigorous bark on all edges. Plants shall not be pruned immediately prior to delivery.

Plants should have 200 mm stem lengths and be well established and full within the containers. Contractor to guarantee planting for a 12-month period.

1.5.3 **Planting procedure**

1.5.3.1 Plant holes and staking

All trees out of crate sized containers or transplanted trees or palms, must be planted in a hole at least 2 times larger than the root ball. Place excavated material on a heap next to the plant hole.

All trees out of 200 litres 100 litres and 50 litres containers must be carefully removed from their containers and planted in at least 0.55 m³ of good growing medium (750 x 750 x 750 mm hole). In the event that the root ball is larger than 0.55 m³ a hole must be dug at least twice the size of the root ball. All holes shall be square in plan and thoroughly watered before planting.

Two 75 mm diameter black PVC agricultural pipes (feeder pipe and drainage pipe) have to be installed at each of the trees planted in tree rings.

All shrubs and groundcovers out of 4 kg containers must be planted in plant holes 400 x 400 x 400 mm deep after removing the container. The plant medium must be broken loose slightly before planting.

Groundcovers out of 2 kg containers must be planted in plant holes 250 x 250 x 250 mm deep after removing the container. The plant medium must be broken loose slightly before planting.

Rooted plugs must be planted in 50 x 50 x 50 mm deep holes after carefully removing the plants from their containers.

1.5.3.2 Refilling of plant holes

Set plant material in the planting pit to proper grade and alignment. Set plants upright, plumb and faced to give the best appearance.

Refill the plant hole sufficiently so that the top of the plant container, when placed in the hole, is on the same plane as ground level.
Backfilling of soil, compost and fertilizers must be done according to the soil preparations specifications. Remove all excess material.

1.5.3.3 Transplanting of plants from containers

Remove the plant from the container without loosening the soil. Loosen the bottom 40 mm of roots thoroughly and place plant in the prepared hole. Replace the soil so that the plant is 10 mm deeper than what it had been in the container. All roots must be thoroughly covered. Tramp the plant roots down to embed them firmly, irrigate to fill pond and hole to capacity.

1.5.3.4 Plant positions

The Contractor will set out the positions of the groundcovers according to the triangle system in such a way that plants, after being planted, will form neat rows in four directions to facilitate weed and plant control. Plant positions will be marked out on the surface of the ground.

1.5.3.5 Transplanting of plants from open ground

- Each tree to be transplanted will be approved by the Landscape Architect before any preparation work is embarked on.
- Every effort will be made to prepare the trees to be transplanted during the most suitable period, winter.

Plants for planting on the site that are transplanted from open ground must be laid in soil immediately after arriving at the appropriate position (according to the plant plan) and be kept moist until they can be planted. Care must be taken that roots are well spread and not broken or bent when the plants are planted. Root tips must be pruned at an angle.

- The crown of the tree will be reduced by about 30% before the transplant. All wounds will be sealed with approved tree sealer.
- As wide a crown that will still make transportation feasible will be retained.
- All leaves will be removed and the entire tree sprayed with a nutrition formula.
- The tree will be trenched so as to retain as large a root ball as possible, within the limits of transportation.
- All root wounds will be sealed.
- The root ball will be tied / bur lapped for safe transport.
- Extreme care will be taken to not damage bark during the lifting and transportation of the trees.
- The tree will be kept moist during the transportation by regular spraying.
- The tree will be protected from wind damage during the transport.
- Should any traffic control measures be required for the safe transport of the trees, this is to be arranged and executed by the Contractor.

1.5.3.6 Watering of plants

All plants must be planted in moist soil and be well irrigated not later than one hour after planting.

1.5.3.7 Treatment after planting

Soil around plants must be tramped down well.
Plant roots must be spread and damaged roots must be pruned. Roots must be folded in or snapped.

Remaining stone and soil from plant holes must be removed from the site as part of the planting cost.

Apply an approved remedy against ants, pests and termites to each plant as and when required. Quantities according to manufacturer's directions.

1.5.3.8 Staking and guying of trees

All trees (Crates, 200 litres, 100 litres and 50 litres) which in the opinion of the Landscape Architect, are in danger of being snapped or damaged by the wind, must be fastened to a wooden stake.

The wooden stake shall be tanalith treated, have a minimum diameter of 35 mm and shall be 300 mm longer than the planted tree with a maximum length of 3000 mm above ground surface. Approved tree ties will be used to attach the tree to the stake and one tree tie per meter will be used. Stakes will be buried at least 500 mm into the soil.

In the case of large trees out of open ground, tree guys shall be spaced equally about the tree. Each guy shall be set at an angle of about 45 degrees at approximately 2/5 of the tree height and anchored to the ground stakes, which have been driven into the ground at an angle away from the tree and notched to accommodate the guy wires. Point of attachment to the tree trunk shall be protected with rubber hose chafing guards. Guys shall be slightly tightened by twisting the strands together or by means of turnbuckle. Under no circumstances shall a tree be plumbed with extreme tautness of guy wires. Plumbing shall be accomplished by adjusting the ball.

1.5.3.9 Subsidence

Subsidence, where these appear in plant holes, must be rectified on a continuous basis.

1.5.4 **Planting of cuttings, sprigs, rooted plugs, etc.**

Plants must be planted in neat rows at intervals as determined by the Landscape Architect, in rills or individual plant holes, which in both cases must be deep enough to contain the total root system of a particular plant. All roots must be carefully and adequately covered. All leaves must, where applicable, be above ground and soil free.

1.5.5 **Planting of lawn**

Types: Cynodon dactylon/ Pennisetum clandestine / Aristida junciformis

- Backfill lawn area with soil mix.
- Lay lawn sods tightly against each other, without loosening or breaking the root structure.
- Fill gaps between sods with soil mix.
- Roll with a horticultural roller.
- Water well.

All new lawn to be free of all weeds and other species than specified Place temporary wooden pegs to support lawn on embankments @ 400mm centre to centre spacing.

Top of lawn levels are to be 35mm lower than the top of the paving levels, and must tie into levels supporting the storm water drainage flow.

Contractor to include top-dressing of lawn to achieve perfect levels to be approved by Landscape Architect on site.

1.5.6 **Planting of Veldgrass**

All new veldgrass areas to be 100% free of all weeds and other species than specified prior and after germination of seed.

Top of soil levels are to be 35mm lower than the top of kerb or paving levels (where applicable). All bare areas larger than 500 x 500mm to be reseeded upon instruction by Landscape Architect.

All eroded areas to be reshaped and reseeded upon instruction by the Landscape Architect. Erosion control might be required. Hydroseeding shall only be carried out during the period April to August (after the first good rains) and the principal agent shall be notified when seeding will take place.

The following specification shall be used for all areas to be hydroseeded:

- Seed shall be purchased from a reputable supplier. All seed procured from seed suppliers shall be fresh (not more than one season old), true to species, of known origin, dried and packed as specified herein and conform with all legal requirements for seed.
- All seed shall be germination tested by an approved laboratory and copies of test certificates submitted to the Landscape Architect.
- Should, for reasons beyond the control of the contractor, the procurement of a specific seed species not be possible, replacement with seed from a similar species may be requested. Such replacement shall only occur with the written approval of the Landscape Architect.
- Mulch processed cotton/veld grass mulch blend is to be applied at a rate of 600kg/ha. The mulch must provide a suitable layer on top of the prepared areas when applied with the hydro seeding mixture.
- An organic supplement such as GROMOR or approved similar is to be applied at 2,000 kg/ha. Locally obtained chicken litter or cattle manure may be considered but must be processed through a hammer mill.
- Amelioration/Fertilisation NPK Fertiliser 2.3.2 (30) + Zn 250 kg/ha Superphosphate 300 kg/h p. Soil Binder A polyacrilimide soil binder or similar approved soil binding agent will be applied at the manufacturers application rate. HYDROPAM or approved similar if used will be applied at 10 kg/ha.
- Hydro seeding shall be carried out using an approved hydro-seeding machine. The hydro seeding mix shall be applied to veldgrass areas at a rate of not less than 20 kilolitres of water per hectare.
- The hydroseeder shall be capable of pumping the specified seed mix, fertilizer and anti-erosion compound (mixed in water) at the specified rates over the areas to be seeded. The slurry distribution lines shall be large enough to prevent stoppage and the discharge line shall be equipped with a set of hydraulic spray nozzles suitable for the even distribution of the slurry on the various slopes to be seeded.
- The mixture shall be kept uniform during the seeding operation by means of a power-driven agitator. No mixing of seed or hydro seeding mixes shall be done without the approval of the principal agent.

1.5.7 **Payment for planting**

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: IEM (P) 01/2022

TENDER: KAGISO REGIONAL PARK PHASE 2

Payment will be made according to plant type, plant size, per plant or per area planted or the Landscape Architect may determine as.

1.6 HARD LANDSCAPE SPECIFICATIONS

1.6.1 General

All walls and paving material will consist of recycled brick harvested from existing structures onsite, unless otherwise instructed by the Landscape Architect

Contractor to allow for the following items for the recycled brick:

- Harvesting of bricks from existing structures on site
- Cleaning and stock piling of harvested material at a location approved by the Landscape Architect and Main contractor on site.
- Installation of paving according to landscape architect's details.

Test sample: The contractor is to provide a 2m² test panel of all the paving and walls as indicated the Landscape Architects drawings. This needs to be approved by the Landscape Architect prior to the installation of any final surface. All aspects as specified need to be included into the test panel sample.

1.6.2 Paving

All hard surface setting out lines are as per the construction drawing and need to be approved by the landscape architect prior to the site shaping and sub base preparation.

All levels need to accommodate a minimum fall of 2% to allow for sufficient water run off as per instruction and approval by the Landscape Architect.

Sub base to be compacted in layers not exceeding 150mm (compacted) to 95% MOD AASHTO to form the desired levels.

Paving to be installed on 25-30mm sand bed level with the sub base finish level. Contractor to allow for 220mm header-course and 75mm precast concrete edge beam/ garden kerb on either side walkways on 100mm concrete footing.

1.6.3 Raised planter/ feature brick walls

Contractor to allow for trenching and 600mm x 250mm thick, 30MPa concrete strip foundations for the raised planter walls. Wall finish must be exposed face brick

Provision to be made for 110mm drainage geo-pipe with 13 to 19mm gravel wrapped in u14 geotextile for drainage. Geo-pipe to drain to closest storm-water catch pit.

Brick wall must be 230mm with stretcher bond and header course unless otherwise specified.

1.7 IRRIGATION

1.7.1 Water connection point:

A water connection point to be made available close to the irrigation mainline. Minimum water pressure and flow required are 110L/P/M @ 5 BAR which must be confirmed on site by irrigation contractor before any work commences.

1.7.2 Sleeve requirements:

All sleeves to be 110mm in diameter. The pipe is to be slotted with a corrugated outer wall and a smooth inner wall. The pipe must have a pipe stiffness of at least 450kpa. The sleeving pipe must conform to SABS and ISO standards.

All sleeves to be installed approximately 500mm below ground level and clearly marked.

In the case of the sleeves being buried deeper than 500mm the Landscape Architect needs to be notified of the depth details.

All sleeves should extend a minimum of 500mm behind the kerb into the landscape area. All sleeves connecting tree rings (including electrical, etc.) must be placed to the side of the tree ring and not in the middle, as per the drawing below. All other service sleeves must be placed to the side as well.

1.7.3 **Electrical:**

The irrigation controller must be installed where indicated on the drawing.

All wire quantities are determined by the controller position and should site conditions require it to change, the Landscape Architect should be notified first, as this will affect the bill of quantities. The controllers electrical connection should be 220V and 15Amp power supply.

Please note:

The irrigation bill of quantities can change considerably if the irrigation sleeves, water requirements and controller are not able to be installed as specified. Any variations from initial design must be pointed out to the irrigation consultant in order to amend design or bill accordingly. All work is to be installed to specifications and this may be checked in the form of random on site visits.

1.8 **MAINTENANCE**

1.8.1 **General**

Maintenance will include the supply of all labor, maintenance equipment and fuel as may be deemed necessary, replacement of dead plants, weed control, patching up with grass roots, applying of fertilizers and digging in of compost, irrigation, etc. to keep all plants healthy and maintain the site neat and acceptable until final delivery to the employer.

Normal retention work, i.e. any defects in construction of any kind, will be repaired or replaced to the satisfaction of the Landscape Architect before final delivery of the site.

1.8.2 **Maintenance prior to practical completion**

The contractor must maintain all planting.

All planted areas shall be maintained in a weed-free condition by hand. No chemical weed killers shall be used without prior approval of the Landscape Architect. The beds shall be kept in a tidy condition. The Contractor shall allow for checking the stakes and pruning as required. Any pruning shall only be carried out with the prior agreement of the Landscape Architect.

All planted and seeded areas shall be adequately watered at frequent and regular intervals in order to ensure proper germination and growth until an acceptable cover has been established and thereafter until the commencement of the Maintenance period (see 'Watering'). The amount and frequency of watering shall be subject to the Landscape Architect's approval. Where seeding is carried out, the commencement of watering may be postponed until a favorable time of the year but watering shall in any case commence and continue as soon as the seeds have germinated and growth begins.

The Contractor shall ensure that during this period the irrigation system is working adequately and shall immediately report any malfunction to the Landscape Architect. Should the system malfunction, the Contractor shall during this period of malfunctioning allow for hand watering of all landscaped areas such that each area receives water every two days during initial establishment, or as instructed.

1.8.3 Maintenance following practical completion

After planting has been completed to the satisfaction of the Landscape Architect or his representative, the Landscape Architect will issue a certificate of practical completion. By issuing of this certificate the general maintenance period on planting will commence during which period the Contractor will maintain all landscape areas. The maintenance period will be for a **twelve-month period** from practical completion.

The maintenance period on grassed areas will commence as soon as an acceptable coverage was obtained.

At the end of the maintenance period the Landscape Architect will issue the final certificate. By issuing the certificate of practical completion, one half of the retention money will be released and the balance on issuing the final certificate.

1.8.4 Maintenance activities

1.8.4.1 Weeding

Weeds of any kind occurring in beds and other areas have to be hoed or pulled out regularly and have to be removed from the site.

Herbicides may only be used with the written consent of the Landscape Architect and have to be applied under the supervision of skilled and trained personnel. The Contractor has to take the necessary precautions to prevent organic material brought to the site from spreading foreign grass types or weeds on the site. Pre-emergent as approved may be used by the Contractor to control weeds.

1.8.4.2 Aeration

The Contractor must make provision as part of his normal maintenance routine for the aeration of all plant beds on a bi-weekly basis by means of light forking. Care must be taken not to damage or disturb any plant roots. Plant beds are to be kept well defined by forming a neat row.

1.8.4.3 Re-sowing of veld grass

Any open patches larger than 0.25 square meters in area have to be rectified by either sowing applicable seed or planting additional springs of specific species. Such areas have to be loosened and fertilized thoroughly before planting or sowing, in accordance with the specifications regarding the application of fertilizer applicable to the specified area. Costs incurred in this regard will be for the account of the contractor.

Any open patches which may develop as a result of instructions given by the Landscape Architect to do variations, will be planted or sown by the Contractor according to the specifications. Payment for such replanting will be in accordance with the unit price specified in this contract, unless such repairs have been necessitated by bad material employed or a lack of skill on the Contractor's part.

1.8.4.4 Cutting of borders / edges

All borders of lawn areas bordering on pavements, pedestrian walks, structures, paving, kerb stones, poles and fences, planted areas etc. have to be cut neatly with shears or border cutters on a regular basis and cuttings removed from the site.

1.8.4.5 Veld grass areas

Veld grass areas will normally not be cut, but the contractor will be expected to cut these areas and remove the cuttings if the Landscape Architect should so order.

1.8.5 Guarantee

Plants shall be guaranteed by the Contractor and shall be alive and in a satisfactory growing condition at the end of the guarantee period.

Plants, which die or become unhealthy from any cause or appear to be in a badly impaired condition, shall be removed promptly and replaced as directed by the Landscape Architect and any plants that settle below or rise above the described finished grades shall be reset at proper grades. All replacements shall be plants of the same kind and quality as the plant to be replaced and they shall be furnished, planted, guyed and maintained as specified herein.

The guaranteed period shall be for 90 (ninety) days, commencing simultaneously with the retention period following practical completion.

At the conclusion of the 'Guarantee Period' a final inspection of all work included in this contract will be made by the Landscape Architect.

1.8.6 Acceptance of the site

The site or part of it will be handed over to the employer upon fulfillment of the maintenance requirements, a final inspection of the work has been done and the work and / or defective work has been found to have been completed to satisfaction.

An inspection to determine the acceptance of plant bed areas will be made by the Landscape Architect.

GENERIC SPECIFICATION

C3.7 GENERIC SPECIFICATIONS

The specification is Generic (In-house) Specifications prepared by the employer applicable to this contract.

3.7.1 Compliance with Health & Safety Regulations 2003 – Principal Contractors (PC)

3.7.2 Compliance with the Environmental Specification – Principal Contractors (PC)

C3.7.1 COMPLIANCE WITH HEALTH & SAFETY REGULATIONS 2014
HEALTH & SAFETY SPECIFICATION PRINCIPAL CONTRACTORS (PC)

INDEX

1. SCOPE

1.1 Introduction

1.2 Definitions.....

2. PROJECT DESCRIPTION

3. GENERAL OCCUPATION HEALTH AND SAFETY PROVISIONS.....

3.1 Safety Plan

3.2 Hazard Identification & Risk Assessment.....

4. CATEGORIES OF WORK.....

4.1 General

4.2 Site Clearance

4.3 Earth Works

4.4 Concrete.....

4.5 Pipes.....

5. IMPLEMENTATION OF CONTRACTOR’S HEALTH AND SAFETY PLAN

5.1 General

5.2 Administrative Systems

5.3 Reporting Systems

5.4 Training

6. STRUCTURES AND RESPONSIBILITIES

6.1 Overall Supervision and Responsibility for OHS

6.2 Administrative Controls and OHS Files

6.3 Operation Control.....

1. SCOPE

A Health and Safety Specification is to be developed that address all aspect of occupational health and safety, as affected by the proposed construction Regulation 2014 and any such standard that may be applicable to the project site and the scope of work thereof.

The specification will provide the requirements that the Principal Contractor and other contractor shall have to comply with in order to reduce the risk associated with the construction works to a low as reasonably practicable.

1.1 Introduction

In terms of Construction Regulation 5(1)(b) of the Occupational Health and Safety Act , No 85 Of 1993, the Mogale City as the MCLM , is required to compile a Health and Safety Specification for any intended project and provide such specification to any prospective contractor.

The duties of the Mogale City are stipulated in the Construction Regulation published in Government Gazette No 25207 of 2003 and a further amendment published in the Government Gazette 37305(“the New Construction Regulation”) in February attached hereto as Annex B.

This specification has an objective to ensure that Principal Contractor and other contractors entering into a Contract with the Mogale City, achieves an acceptable level of Occupational Health and Safety performance.

Compliance with this document does not absolve the Principal Contractor and suppliers from complying with the minimum legal requirements. All contractors shall remain responsible for the health and safety of their employees and persons other than employees in terms of Section 9 of the Occupational Health and Safety Act No 85 of 1993 and the Construction Regulation issued in 2014 and its amendments.

1.2 Definitions

In the Contract (as defined in clause 1.(1)(e) of the Conditions of Contract) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- (a) **Assistant Construction Supervisor** means a competent person appointed in accordance with regulation 8(8) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (b) **Batch Plant Supervisor** means a competent person appointed in accordance with regulation 18.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (c) **Construction Health and Safety Officer** means a competent person appointed in accordance with regulation 8(5) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (d) **Construction Supervisor** means a competent person appointed on a full-time basis in accordance with regulation 8(7) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (e) **Construction Vehicles & Mobile Plant Supervisor** means a competent person appointed in accordance with regulation 23 of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (f) **Contractor** means the natural or juristic person or partnership whose tender has been accepted by or on behalf of the Employer and, who is defined as the Principal Contractor in the Construction Regulations, 2014.
- (g) **Demolition Work Supervisor** means a competent person appointed in accordance with regulation 14(1) of the Construction Regulations, 2014, in writing by the Contractor with written notification to the Engineer.
- (h) **Employer’s Designer** means the natural or juristic person or partnership named in the Appendix to Tender or any other natural or juristic person or partnership appointed from time to time by the Employer for the design of the portion of the Permanent Works which the Employer is responsible to design in terms of this Contract.
- (i) **Contractor’s Designer** means the natural or juristic person or partnership appointed from time to time by the Contractor and notified in writing to the Employer’s Agent and Employer for the design of the portion of the Permanent Works which the Contractor is responsible to design in terms of this Contract, and for the design of the Temporary Works.

- (j) **Electrical Temporary Installer** means a competent person appointed in accordance with regulation 24(b) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (k) **Employer** means the natural or juristic person or partnership for whom the Works are to be executed, who is named as the Employer in the Conditions of Contract and who is known as the "Client", in the Occupational Health and Safety Act, 1993 and its regulations.
- (l) **Employer's Agent** means the natural or juristic person or partnership named as the Employer's Agent in the Conditions of Contract and appointed by the Employer to act as the Employer's Agent in terms of this Contract.
- (m) **Engineer's Representative** means the person appointed by the Employer's Agent in terms of Clause 2 of the Conditions of Contract.
- (n) **Excavation Work Supervisor** means a competent person appointed in accordance with regulation 13(1)(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (o) **Explosive Powered Tools Inspector** means a competent person appointed in accordance with regulation 21(2)(b) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (p) **Fall Protection Planner** means a competent person appointed in accordance with regulation 10(1)(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (q) **Fire Extinguisher Inspector** means a competent person appointed in accordance with regulation 29(h) ERW9(2) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (r) **Temporary Structure Supervisor** means a competent person appointed in accordance with regulation 12(2) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (s) **Hazard** means any object, action or condition that can potentially harm the health and safety of persons or property.
- (t) **Hazard Identification** means the identification and documenting of existing or expected hazards.
- (u) **Health and Safety Consultant** means the natural or juristic person or partnership appointed by the Contractor to assist in any matters related to health and safety on the construction site.
- (v) **Health and Safety Plan** means a documented plan, prepared by the Contractor, of work procedures to mitigate, reduce or control hazards identified.
- (w) **Health and Safety Specification** means a documented specification of all health and safety requirements and criteria to mitigate reduce or control hazards identified.
- (x) **Health and Safety Representative** means the person/s designated in accordance with section 17 of the Occupational Health and Safety Act.
- (y) **Ladder Inspector** means the person/s designated in accordance with general safety regulation 13 of the Occupational Health and Safety Act
- (z) **Material Hoist Inspector** means a competent person appointed in accordance with regulation 19(8)(a) of the Construction Regulations, 2014 in writing by the Contractor, with written notification to the Engineer.
- (aa) **Method Statement** means a document detailing the key activities to mitigate, reduce or control hazards identified.
- (bb) **Professional Employer's Agent** means any person employed from time to time by either the Employer or Contractor who holds registration as either a Professional Employer's Agent or Professional Certificated Employer's Agent under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- (cc) **Professional Technologist** means any person employed from time to time by either the Employer or Contractor who holds registration as a Professional Technologist under the Engineering Profession Act, 2000 (Act No. 46 of 2000).
- (dd) **Risk** means the likely occurrence and impact of a hazard.
- (ee) **Risk Assessment** means a programme carried out to identify and evaluate the likely occurrence and impact of all hazards.
- (ff) **Risk Assessor** means a competent person appointed in accordance with regulation 9.(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (gg) **Safety Agent** means a competent natural or juristic person or partnership named in the Appendix to Tender or any other person appointed from time to time by the Employer and notified in writing to the Contractor to act on behalf of the Employer for the purposes of this specification.
- (hh) **Scaffolding Supervisor** means a competent person appointed in accordance with regulation 16(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.
- (ii) **Stacking and Storage Supervisor** means a competent person appointed in accordance with regulation 28(a) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.

- (jj) **Contractor/Subcontractor** means the natural or juristic person or partnership who is appointed by the Principal Contractor with prior consent of the Employer's Agent to execute certain tasks associated with the Works and who is also an employer as defined in section 1 of the Occupational Health and Safety Act.
- (kk) **Suspended Platforms Supervisor** means a competent person appointed in accordance with regulation 17(1) of the Construction Regulations, 2014, in writing by the Contractor, with written notification to the Engineer.

2. PROJECT DESCRIPTION

3. GENERAL OCCUPATION HEALTH AND SAFETY PROVISIONS

3.1 Safety Plan

3.1.1 General

It will be expected from the Principal Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations, 2014 and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site.

The following generic aspects should be covered in their safety plan:

- What administrative procedures the Principal Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- What control systems the Contractor envisages to implement on site to support his safety program
- How the Principal Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- What external resources the Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- What training to employees the Contractor envisages and how he would go about to execute it
- The Principal Contractor should indicate which competent persons he plans on employing

During the tendering phase it will be expected from the tenderer to briefly explain how the abovementioned will be accomplished.

Once a successful tenderer has been appointed, the Contractor shall supply a detailed Health and Safety Plan for review by the Employer, prior to site mobilization, to ensure compliance with the Construction Regulations, 2014. Mobilization shall be dependent upon the acceptance of the Principal Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

3.1.2 Outline of Health and Safety Plan

The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan
2. Risk Assessment
 - a. Alternative Forms of Risk Assessment
 - b. Methodology of Risk Assessment

- c. Elements of Risk Assessment
 - i. Scope of assessment
 - ii. Risks Identified
 - iii. Risk Analysis
 - iv. Risk Evaluation
 - v. Risk Treatment
 - vi. Monitoring and reviewing
- 3. Resources
 - a. Health and Safety Staffing Organogram
 - b. Supervisors, Inspectors and Issuers
 - c. Employees
 - d. Subcontractors inclusive of their scope of work and their core resources
 - e. Training
 - f. Plant
 - g. Vehicles
 - h. Equipment
- 4. Materials
 - a. Temporary Materials
 - b. Permanent Materials
- 5. Categories of Work
- 6. Implementation of Health and Safety Plan
 - a. Administrative systems,
 - b. Training,
 - c. Reporting,
 - d. Monitoring,
 - e. Inspections,
- 7. Auditing
 - a. Internal audits,
 - b. Follow-up audits,
- 8. Financial Aspects
- 9. Emergency procedures and response

3.2 Hazard Identification & Risk Assessment

3.2.1 Risk Assessment

Risk Assessment headings that have been identified as possibly applicable to the contract work proposed. It is by no means exhaustive and is offered as assistance to Principal Contractors.

3.2.2 Development of Risk Assessment

The Principal Contractor contracted to undertake the works or part thereof, on the project site, shall appoint a competent person/s in writing to perform Risk Assessment before the commencement of any construction work.

This Risk Assessment shall form part of the Occupational Health and Safety Plan and be implemented and maintained as required by the Construction Regulation 9 (1).

The Contractor will be required to communicate and consult with internal and external stakeholders during each step of the risk assessment process. Stakeholders will include the Employer and his Safety Agent, the Employer's Agent and the Contractor's employees and consultants.

Effective communication will ensure that those responsible for implementing the risk management process and those with a vested interest, understand the basis on which decisions are made and why particular actions are taken. It will also ensure that the perceptions of all those involved are noted and accommodated during the process.

The Risk Assessment shall include but not limited to the following:

- i. The identification of the risks and hazard to which persons may be exposed
- ii. The analysis and evaluation of the identified risks and hazards.
- iii. A documented plan of safe working procedures to mitigate, reduce or control the risks and hazards identified
- iv. A monitoring plan
- v. A review plan

Based on the risk assessments, the contractor must develop a set of Site Specific Occupational Health & Safety (OHS) rules that when applied will regulate the OHS aspects of the construction.

The Risk Assessment together with the Site Specific OHS rules should be submitted to the Mogale City before commencement on site.

Despite the Risk Assessment listed in Annex A, the contractor is required to conduct a baseline Risk Assessment incorporating the listed Risk Assessment, Standard Work Procedures and Method Statement applicable to the works to be undertaken.

A Risk Assessment shall be undertaken for all out-of-scope work as well where not clearly defined or described. Copies of all risk assessment and method statements shall be maintained on site in the safety file.

3.2.3 Risk Assessment Requirements

3.2.3.1 General

This section of the specification provides guidelines for the Principal Contractor in preparation of risk assessments in order to ensure compliance with Regulation 9 of the Construction Regulations, 2014. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged.

A suitable and sufficient risk assessment is an assessment which:

- Accounts for risks that are likely to arise during the construction of the Works,
- Enables the development and implementation of systems to manage the risks,
- Remains valid for a reasonable period of time,
- Provides a basis for training of employees, and
- Improves working procedures and introduce long term controls.

The requirements of the Construction Regulations will not be satisfied by a single risk assessment exercise that holds good for all time. The risk assessment process on the Works is an ongoing process.

The objectives of risk assessments are to:

- Identify the risks that are mostly in need of reduction,
- Identify the various options for achieving such reduction,
- Identify the risks that require careful ongoing management, and

- Identify the nature of the required ongoing attention.

3.2.3.2 Forms of Risk Assessment

In order to ensure compliance with the Construction Regulations, the Contractor will be required to carry out the following three forms of risk assessment.

3.2.3.2.1 Baseline or datum risk assessments

The Contractor will be required to carry out a risk assessment before the commencement of construction activities on the Works. This “baseline” or “datum” risk assessment will form part of the Contractor’s Health and Safety Plan. The risks and hazards to which persons, plant, vehicles and facilities may be exposed during the construction of the Works should be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

3.2.3.2.2 Issue based risk assessments

The Principal Contractor will be required to carry out separate risk assessments during construction of the Works when methods and procedures are varied, for example when:

- a. Designs are amended,
- b. New machines are introduced,
 - Plant is periodically cleaned and maintained,
 - Plant is started-up or shut-down,
 - Systems of work change or operations alter,
 - Incidents or near-misses occur, or
 - Technological developments invalidate prior risk assessments.

3.2.3.2.3 Continuous risk assessments

The Occupational Health and Safety Act specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk free environment on an ongoing basis. This is achieved by continuous risk assessments, the most important form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Regular audits,
- Maintaining general hazard awareness,
- Pre-work risk assessment

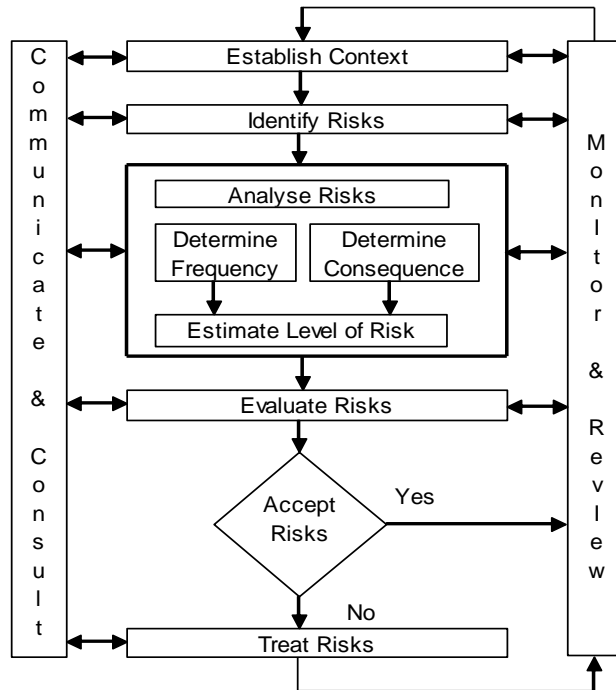


Figure 1: Risk Management Process

The Principal Contractor should regard this step of the risk assessment as the most important. Subsequent analysis and evaluation of risks and the development of risk control measures are wasted if the risks or hazards on the Works are not carefully identified.

The Principal Contractor should bear the following principles in mind when identifying the risks:

- i. Systematically address all risks or hazards on the Works,
- ii. Review all aspects of the work, but consider only those that have a potential to cause harm,
- iii. Rank the risks identified in order of importance and then use appropriately advanced techniques to deal with major risks,
- iv. Deal mainly with major risks and don't obscure these with unimportant information, especially minor risks,
- v. Address what actually happens in the workplace during the work activity
- vi. Consider all persons that may be affected,
- vii. Highlight those groups and individuals who may particularly be at risk, and
- viii. Review the adequacy and effectiveness of existing safety controls and measures

3.2.3.3 Risk Analysis

In this step, the Contractor will be required to analyse the risks identified by determining each risks frequency and magnitude or severity of the consequence of the risk or hazard.

The frequency of occurrence of a hazard may be expressed as the number of times that it may occur in a year, decade, lifetime, century, or longer period, according to comparative human experience. The magnitude of the likely consequence of a hazard may be expressed in terms of the degree of incapacitation, number of people or costs involved. The frequency of occurrence of a hazard and the magnitude of its consequence may be compounded as the risk that it poses as shown in the "risk matrix" in Figure 2 below.

Frequency of Occurrence of Hazard	Severity of Consequences of Potential Hazard					
	1 Medically treatable injury	1 Compensable injury	10 Compensable injuries	1 Permanently disabling injury	1 Fatality	10 Fatalities
Frequent; 1 or more occurrences per year	Medium	High	Very high	Severe	Severe	Severe
Several times during a career; 0.1 occurrences per year	Medium-low	Medium	High	Very high	Severe	Severe
Unlikely, but possible during a career; 0.01 occurrences per year	Low	Medium-low	Medium	High	Very high	Severe
Very unlikely during a career; 0.001 occurrences per year	Low	Low	Medium-low	Medium	High	Very high
Barely credible; 0.0001 occurrences per year	Low	Low	Low	Medium-low	Medium	High

Figure 2: Compounded Risk Matrix

The columns in the table represent the likely consequence of the hazard and the rows, the frequency of occurrence. The scales for both quantities represent consistent progressions, albeit they qualitative. The risks evidently range from low to severe. Note that diagonals in the matrix represent the risks of the identified hazards, taking the effectiveness of controls into consideration.

The table represents a typical risk matrix that need not necessarily be adopted by the Contractor. The Contractor may use an alternative risk matrix provided that it is approved as part of his Health and Safety Plan.

3.2.3.4 Risk Evaluation

In this step the Contractor will be required to compare the assessed risk with similar risks previously experienced for the purpose of deciding how to treat the risk. A useful systematic approach for this purpose is as follows:

- If the assessed risk exceeds similar risks that have occurred in the past and that are considered to be unacceptable, the assessed risk would require treatment depending upon its magnitude as discussed in Section 4.4.5, or
- If the assessed risk exceeds similar historical risks that are acceptable, treatment of the assessed risk will depend on the extent by which it exceeds the historical risks, or
- If the assessed risk is less than historical risks that are unacceptable, treatment of the assessed risk will depend on the extent by which it is less than the historical risks, or
- If the assessed risk is less than historical risks that are acceptable, the assessed risk would also be acceptable and would not require any treatment.

3.2.3.5 Risk Treatment

In this step, the Contractor will select and implement appropriate measures for dealing with risk. Typically measures comprise the following:

- Elimination by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
- Reduction by changing designs, procedures, management methods, etc, applicable to high frequency–high consequence risks, or
- Minimization by changing designs, procedures, management methods, etc, applicable to high frequency–low consequence risks, or
- Transfer or share whole or part of the risk to another party by insurance, contractual arrangements or organizational structures, applicable to low frequency–high consequence risks, or

- Control to ensure that risks do not increase, applicable to low frequency–high consequence risks, or
- Retention together with provision of monitoring and personal protective equipment, applicable to low frequency–low consequence residual risks after reduction, or
- Acceptance without particular action other than provision of personal protective equipment, applicable to low frequency–low consequence risks.

The following principles enable the optimum treatment to be determined:

- Avoid risks altogether if possible by using different approaches, substances or methods of work,
- Combat risks at source rather than by adopting secondary measures,
- Adapt work to the individual rather than the individual to the work, that is, in the design consider the people and their attributes that will operate the system
- Take advantage of technological and technical progress,
- Risk prevention measures must be part of a coherent policy and approach to safety management that involves performance measurement, goal setting, feedback and analysis,
- Give preference to measures that protect the whole work force,
- Ensure that those for whom protection is provided understand what they need to do to make sure that the protection works, and
- Ensure that measures to control risks are an accepted part of an active health and safety culture supported by all levels of the organization; single risk reduction initiatives invariably fail.

3.2.4 Review of Risk Assessment

The Principal Contractor is to review the Hazard Identification Risk Assessment (HIRA) and Safe Working Procedure's at each Progress Report Meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods.

4. CATEGORIES OF WORK

In this section of his Health and Safety Plan, the Principal Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of the following categories of work.

4.1 General

The Principal Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

4.1.1 Construction welfare facilities

Principal Contractors will be required to adhere to the Facilities Regulation: Construction welfare facilities of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 0400.

The Contractor must discuss the following in detail in his safety plan:

- How will the Principal Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs
- What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport

4.1.2 Environmental regulations for workplaces

The Principal Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

- Thermal requirements,
- Lighting,
- Windows,
- Ventilation,
- Housekeeping,
- Noise and hearing conservation,
- Precautions against flooding, and
- Fire precautions and means of egress.

4.1.3 Housekeeping on construction sites

Principal Contractor will be required to adhere to Construction Regulation for Housekeeping on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- How will contractors ensure the neatness of construction sites
- What measures does the Contractor envisage to
 - Store and/or stack materials,
 - Remove debris from site,
 - Prevent unauthorized entrance to the site
 - Protect employees or passers-by from falling objects

4.1.4 Fire precaution on construction sites

Principal Contractor will be required to adhere to Construction Regulation 29: Fire precautions on construction sites, of the Construction Regulations, 2014.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Principal Contractor must discuss the following in detail in his safety plan:

- How the Principal Contractor will minimize the risk of fire on the site
- How the Contractor will identify potential fire hazards
- What prohibitions the Contractor will implement to manage risk areas
- How many employees the Contractor will train in fire fighting
- What organization the Contractor envisage to combat fires on sites
- What precautions and procedures will be followed to evacuate employees in the case of a fire

4.1.5 Water environments

The Contractor will be required to adhere to Construction Regulation 24: Water Environments, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

- What precautions will the Contractor take to identify dangers where employees may fall into water
- What safety procedures and equipment will the Contractor implement to safeguard employees working at water environments

4.1.6 Structures

The Principal Contractor will be required to adhere to Construction Regulation 8: Structures, of the Construction Regulations, 2014.

The Principal Contractor must discuss the following in detail in his safety plan:

- Explain what controls, test or precautions will be made to prevent structures from collapsing during construction,
- The Contractor shall indicate what steps will be taken and implemented to ensure that structures or parts thereof will not be loaded in such a manner that it may collapse, and
- What procedures does the Contractor envisage to implement in order to obtain all relevant data on structures before commencement of construction work.

4.1.7 Watching, barricading and lighting

The Principal Contractor will be required to adhere to Construction Regulation 8: Structures, of the Construction Regulations, 2014.

The Principal Contractor must discuss the following in detail in his safety plan:

- Explain what controls, test or precautions will be made to prevent structures from collapsing during construction,
- The Contractor shall indicate what steps will be taken and implemented to ensure that structures or parts thereof will not be loaded in such a manner that it may collapse, and
- What procedures does the Contractor envisage to implement in order to obtain all relevant data on structures before commencement of construction work.

4.1.8 Hazardous chemical substances

The Contractor will be required to adhere to the Regulations for Hazardous Chemical Substances 1995 as amended in the handling and storage cement of and other hazardous chemical substances.

The Contractor must discuss the following in detail in his safety plan in respect of each hazardous chemical substance that will be used in the works:

- Storage of substance
- Handling of substance
- Protective clothing and other devices to be used while handling the substance
- Medical surveillance.

4.2 Site Clearance

4.2.1 Demolition work

Contractors will be required to adhere to Construction Regulation 14: Demolition work, of the Construction Regulations, 2014.

The Principal Contractor shall discuss the following in detail in his safety plan:

- Briefly explain how he will safeguard people and property during and after demolition works
- Briefly explain how he will protect staff from dangerous situations
- Discuss the methods proposed to safeguard the public and property against harm during demolition works
- Discuss what type of equipment he envisage to use during demolition work
- How will the Contractor ensure the safety of equipment used during demolition work

- What steps will the Contractor deem necessary to take where hazardous materials is encountered
- Dust control measures
- Noise control measures

4.3 Earth Works

Contractors will be required to adhere to Construction Regulation 13: Excavation work, of the Construction Regulations, 2014.

The Contractor must discuss the following in detail in his safety plan:

- How will the Contractor establish the stability of ground prior to excavations,
- What steps will the Contractor follow to ensure that bolsting, shoring and bracing is sufficient to ensure the safety of the excavation, and
- What steps will the Contractor follow to ensure the equipment used to safeguard an excavation is sufficient and safe

4.4 Concrete

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

4.4.1 Temporary structure

The Contractor shall with reference to Regulation 12: Formwork and support work, of the Construction Regulations, 2014, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How the design of formwork and support work will be carried out,
- How the erection of formwork and support work will be managed,
- How the continuous assessment of the safety of formwork will be done,
- How the loading of formwork and support work will be managed or limited, and
- How he intends keeping records of the above.

4.5 Pipes

The Contractor shall comply with Section 9 of the General Safety Regulations, with regards to the welding, flame cutting, grinding, soldering or similar operations associated with pipe work.

5. IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN

5.1 General

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan.

The Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor shall indicate how internal audits will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff and how he would implement the findings and recommendations of internal audits or inputs of employees.

5.2 Administrative Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996. The Contractor's administrative system shall without limiting his obligations, cover the following:

- Up keep of a safety file on site,

- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Application for permits,
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Recording of minutes of safety meetings,
- Recording of checklists,
- Safe keeping of checklists, and
- Internal audits.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993 and its Regulations is available on the for every 20 employees employed

5.3 Reporting Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular (in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health and Safety Act, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

5.4 Training

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

- The hazards of any work he has to perform or plant machinery or equipment he is permitted to use, and
- The precautionary measures which should be taken regarding the above.

The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified
- What proof of induction training will be carried by his employees (e.g. laminated type identification card).

6. STRUCTURES AND RESPONSIBILITIES

6.1 Overall Supervision and Responsibility for OHS

The Mogale City (MCLM) will ensure that the Contractor appointed in terms of Construction Regulation (CR)7 (1)(a), implements and maintains the agreed and approved OHS Plan.

The Chief Executive Officer of the Contractor in terms of Section 16 (1) and Construction Regulation 8(1) of the OHS Act, is to ensure that the employer complies with the Act.

It is a requirement that the Principal Contractor, when appointing other Contractors in terms of Construction Regulation 7 (1)(a), (c)(x), (f), (2)(c) and (3) includes an OHS Act Section 37(2) agreement, in any agreement made with other Contractors. this is an extension of Section 37(2).

The MCLM must ensure that the Principal Contractor as a minimum requirement appoints a Construction Supervisor and Assistant Construction Supervisor in terms of Construction Regulation 8.

The OHS Act and Construction Regulation require the Principal Contractor to appoint designated competent employees and /or other competent persons as required. The appointment shall be in writing and responsible clearly stated together with the period for which the appointments are made.

This information must be communicated and agreed with the appointees and copies of the signed original appointment must be filed in the on-site updated OHS File also referred to as the "Safety File"

6.2 Administrative Controls and OHS Files

6.2.1 The Occupational Health and Safety File

As required by Construction Regulations 7 (1) and 7(2) the Principal Contractor and other Contractors will each keep an updated OHS File on site containing, as a minimum, the following documents.

- i. Notifications of Construction Work, Construction Regulations 4(1).
- ii. An updated copy of OHS Act, General Administration Regulations 4.
- iii. Proof of the Registration and Letter of Good Standing with a COID Insurer, Construction Regulations 7(c)(iv).

The Contractor is required to have a programmes in place to promote OHS awareness and promote a culture of in its employees and contractors. The following are a few of methods that may be used but not limited to:

- i. Toolbox Talks
- ii. OHS Poster
- iii. Competitions
- iv. Suggestion

6.2.2 Competence

The Contractors shall ensure that all appointed staffs are competent and that all training required completing the work safely and without risk to health has been completed before work commences. Follow up and refresher training shall be given. Records of all training shall be kept in the Safety file for auditing and proof of compliance.

6.2.3 Consultation, Communication and Liaison

Occupational Health and Safety Liaison between the MCLM, Principal Contractor, other Contractors, Designer and other parties will through the MCLM/Project Manager or their appointed representative, verbally or in writing, as and when the need arises.

The Principal Contractor will be required to do site Safety visits with the MCLM/appointed Agents/Representatives on a basis to be determined between the parties.

6.2.4 Checking, Reporting and Corrective Actions

The MCLM or their Agents/Representative will conduct Audits to comply to Construction Regulations 7(1) (C) (vii) to ensure that the Contractor has implemented and is maintaining the agreed and approved OHS Plan.

The Contractor is to conduct his own internal Audits to verify compliance with their own OHS plan.

The OHS Representatives are to conduct inspections of their areas of responsibility and report to their supervisors.

All the results of the inspections shall be in writing, reviewed with corrective actions implemented, endorsed and placed in the OHS File.

6.2.5 Reporting, Investigation of Accidents and Incidents

The Contractor is responsible for the reporting and investigation of all minor, non-injury incidents and near misses. The Contractor shall compile an investigation report and ensure that all recommendations and preventative measures are in place. The incident report shall be in the OHS File for auditing and tracking purposes.

The Contractor is responsible for reporting accidents within two days to the MCLM/appointed Agent or Representatives and the Provincial Director of the Department of Labour within seven days (Sections 24 & 25 of the OHS Act & General Administrative Regulation 8), except where the person has died or permanent defect, the incident must be reported immediately.

6.3 Operation Control

6.3.1 Emergency Preparedness, Contingency Planning & Response

The Contractor shall appoint a competent person to act as an Emergency Coordinator.

The Contractor shall conduct an emergency identification exercise and establish what emergencies could possibly develop. The Coordinator shall then develop details contingency plans and emergency procedures.

6.3.2 First Aid

The Contractor shall provide the relevant First Aid Equipment and consumables that are within the expiry dates and have qualified First Aider/s on the site as required by General Safety Regulations 3 of the OHS Act. First Aiders and their certificates need to be filed in the Safety File.

6.3.3 Security

The Contractor shall develop, implement and maintain Security and Site Access Control rules and procedure throughout the construction period.

Access control shall include the rules and procedures that non- employees need to follow on site visitation. Non employees shall always be accompanied by the contractor onto the construction site.

6.3.4 Construction Vehicles and Mobile Plant

All construction vehicles and plant shall be inspected by the Principal Contractor before being allowed to be operated on the site.

Hired vehicles and plant must comply with this specification as well as the OHS Act and the Construction Regulation 23.

No unauthorised persons are allowed to drive Construction Vehicle & Mobile Plant. They shall only be operated in accordance with its intended design and use.

All vehicles and plant must be inspected on a daily basis prior to use by a competent person and findings must be recorded in the OHS File.

6.3.5 Housekeeping

The Contractor shall ensure that good housekeeping practices are implemented so that:

- i. An unimpeded work space is maintained for every employee.
- ii. The walls and roof of every indoor workspace is sound and leak free.
- iii. Every workspace is kept clean, orderly and free from tools and material that is not required for that specific work being done.
- v. Every floor, walkway, stair s, passage and gang way is kept in a good state of repair and free from obstruction, waste and materials.
- vi. Catch platforms or nets erected over every entrance/exit to prevent injury from falling objects.
- vii. Opening in floors, hatchway stairwells and open sides of floor or building are provided with protection to prevent any person falling through them.

- viii. Material and equipment are stored correctly.
- ix. Scrap waste and debris is removed regularly and in a safe manner.
- x. Construction site fences are maintained to prevent entry by unauthorised persons.
- xi. Other aspects the contractor may deem to contribute to a safe working environment.

6.3.6 Eating, Changing, Washing and Toilet

Eating facilities should be provided in a location that is sheltered from the elements. Adequate changing, washing and toilets facilities shall be provided for both sexes.

At least one shower per 15 workers and a toilet per 30 workers shall be provided. Chemical toilets may be used instead of water sewerage type.

6.3.7 Personal Protective Equipment and Wear

The Contractor shall identify all the hazards in the workplace and endeavour to eliminate them.

Where this is not possible, suitable steps shall be taken to protect workers from these hazards.

The Contractor is required to inform employees of the health and safety hazards and issues them with suitable equipment and wear to protect them from these hazards.

6.3.8 Portable Electrical Tools & Equipment

Portable electrical tools and equipment is defined as units taking electrical power from 220 volt 15 amp power outlets and are moved around the site to perform work such as drilling, sawing, grinding etc. and also includes portable lights. Electrical appliances include items such as fridges, stoves and heaters.

All of these must be regularly inspected for damages to cables and plugs.

6.3.9 Public Health and Safety

The Principal Contractors and Contractors are responsible to ensuring that non-employees affected by the construction work such as visitors, the surrounding community and passers-by, are made aware of the danger likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise these dangers.

Appropriate signage shall be posted to this effect and all employees on the site shall be instructed to ensure that non-employees are protected at all times. All non-employees entering the site must receive induction into the hazard and risks and the control measures.

ANNEXURE A
NOTIFICATION OF CONSTRUCTION WORK
Regulation 4 of the construction Regulations, 2014

1. (a) Name and postal address of principal Contractor:
.....
- (b) Name and telephone number of principal Contractor's contact person:
.....
2. Principal Contractor's compensation registration number:
.....
3. (a) Name and postal address of Client:
.....
- (b) Name and telephone number of Client's contact person or agent:
.....
4. (a) Name and postal address of designer(s) for the project:
.....
- (b) Name and telephone number of designer's contact person:
.....
5. Name and telephone number of principal Contractor's construction supervisor on site appointed in terms of regulations 8 (1).
.....
6. Name/s of principal Contractor's sub-ordinate supervisors on site appointed in terms of regulation 8 (2):
.....
7. Exact physical address of the construction site or site office:
.....
8. Nature of the construction work:
.....
.....
.....

9. Expected commencement date:

.....

10. Expected completion date:

.....

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

.....

12. Planned number of Contractors on the construction site accountable to principal Contractor:

.....

13. 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.

ANNEXURE B

RECORDS TO BE KEPT BY CONTRACTOR

ITEM	CR	RECORD TO BE KEPT	RESPONSIBLE PERSON
1.	4(3)	Copy of Principal Contractor's Health & Safety Plan Available on request	Client

**ANNEXURE C
OCCUPATIONAL HEALTH AND SAFETY
AUDIT SYSTEM**

ADMINISTRATIVE & LEGAL REQUIREMENTS

Subject	Requirements	Yes/No
Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site.	
Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees.	
Registration with Compens. Insurer	Written proof of registration / Letter of good standing available on Site.	
OH&S Specification & Plan	OH&S Specification received from Client OH&S plan developed Updated regularly.	
Hazard Identification & Risk Assessment	Hazard Identification carried out/recorded Risk Assessment and Plan drawn up/updated Employees/Subcontractors informed/trained.	
Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor.	
Designation of Occupational Health & Safety Representatives	More than 20 employees – one OH&S Representative, one additional OH&S Rep. For each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. Reports. Reports auctioned by Management.	
First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed). First Aid freely available. Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed). List of First Aiders and Certificates. Name of person/s in charge of First Aid box/es displayed. Signs instructing employees to report all injuries/illness including first aid injuries.	
Personal Safety Equipment (PSE)	PSE Risk Assessment carried out. Items of PSE prescribed/use enforced. Records of Issue kept. Undertaking by Employee to use/wear PSE.	
Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: Carry out a daily inspection prior to use. Drive the vehicle/plant that he/she is competent to operate/drive. Written Proof of Competence of above appointee available on Site. Record of Daily inspections kept.	

ANNEXURE D

HAZARDOUS TASK IDENTIFICATION

(The list given is not inclusive and other hazardous tasks may be identified as the construction progresses)

<u>MAIN TASK</u>	<u>SUB TASK</u>
<u>ACCOMMODATION OF TRAFFIC</u>	<u>Clashes between pedestrians and construction work</u>
	<u>Dust (from vehicles)</u>
	<u>Traffic speed</u>
	<u>Provision of safety equipment</u>
	<u>Working next to road traffic (noise and exhaust emission)</u>
	<u>Erection of signage and barricades</u>
	<u>Notify/co-operation with Traffic Authority</u>
<u>EARTHMOVING AND LAYERWORKS</u>	<u>Use of tip trucks and other transportation</u>
	<u>Working at spoil site</u>
	<u>Use of rollers / plate vibrators etc.</u>
<u>EXCAVATING</u>	<u>By manual labour</u>
	<u>By excavating equipment e.g. Milling Machine</u>
<u>PRIME COAT</u>	<u>Use, storage and handling of bituminous products</u>
	<u>Spraying by hand (prime coat)</u>
<u>Materials safety data sheets as required</u>	<u>Lubricants</u>
	<u>Cement and cement bags</u>
	<u>Flammable materials</u>
	<u>Gas bottles</u>

<u>ANY OTHER DANGEROUS ACTIVITIES IDENTIFIED BY THE CONTRACTOR</u>	
<u>To be added by the contractor at tender stage</u>	

OCCUPATIONAL HEALTH & SAFETY ACT 1993 (ACT 85 OF 1993) CONSTRUCTION REGULATIONS 2014

CHECKLIST

(All items to be included in the rates tendered, no additional allowance has been made in the Schedule of Quantities)

<u>No</u>	<u>Description</u>	<u>Noted</u> <input checked="" type="checkbox"/>
1	<u>NOTIFICATION OF CONSTRUCTION WORK</u> Allow for the costs on notification of the Provincial Director of Construction Work Regulation 3	
2	<u>PROGRAM</u> Allow for costs on setting up Health and Safety Program including a file on Site - Regulation 4 & 5 containing the following information:	
	Copy of Construction Regulations	
	Copy of Tender Document	
	Copy of drawing	
	Notification of construction work	
	Letters of appointment	
	Company safety Policy	
	Company Organigram	
	Notice in respect of machinery	
	Ten commandments of safety	
	Emergency telephone numbers	
	List of subcontractors	
	Proof of Regulation with COID Insurer	
	Risk Assessment and method statements	
	Registers specified elsewhere	
	Safe work procedures	
	This file will be a lever arch file with original color documents of acceptable standards. This file will be expanded during the project as and when required by the client	
3	<u>RISK ASSESSMENT</u> Allow for the cost to carry out a Risk assessment	
4	<u>SUPERVISORS</u> Allow for the appointment of employees as fulltime construction supervisors	
5	<u>HEALTH AND SAFETY INDUCTION TRAINER</u> Allow for the appointment of a H&S induction trainer	
6	<u>FIRST AID</u> Allow for the cost of a basic First Aid Kit and Stretcher	

7	<p><u>SIGNS</u> Allow for the erection of suitable number of signs Road works ahead</p>	
8	<p><u>PERSONAL PROTECTIVE CLOTHING</u></p> <ul style="list-style-type: none"> ▪ Hardhats ▪ Shoulder length PVA gloves ▪ Plastic Trousers ▪ Safety Goggles & Earmuffs ▪ Dust Mask ▪ Safety Shoes ▪ Gumboots ▪ Leather Aprons 	
9	<p><u>REGISTERS</u> Allow for the cost of obtaining original register on the following items:</p>	
	<ul style="list-style-type: none"> ▪ Personal protective clothing issued 	
	<ul style="list-style-type: none"> ▪ Compaction machinery checklist 	
	<ul style="list-style-type: none"> ▪ Daily vehicle pre-ignition checklist 	
	<ul style="list-style-type: none"> ▪ Hand tool checklist 	
	<ul style="list-style-type: none"> ▪ Register of trained operators 	
	<ul style="list-style-type: none"> ▪ PRM068 - SHE incident investigation 	
	<ul style="list-style-type: none"> ▪ PRM012 - Portable electrical equipment 	
	<ul style="list-style-type: none"> ▪ PRM007 - SHE Representative monthly inspection 	
	<ul style="list-style-type: none"> ▪ Hygiene Facility inspection register 	
	<ul style="list-style-type: none"> ▪ Motor vehicle accident report 	
	<ul style="list-style-type: none"> ▪ PRM018 - First Aid equipment 	
	<ul style="list-style-type: none"> ▪ PRM006 - Fire extinguishing equipment 	
	<ul style="list-style-type: none"> ▪ Register of trained fire fighters 	
	<ul style="list-style-type: none"> ▪ Register of trained employees in first Aid 	
	<ul style="list-style-type: none"> ▪ Trainee attendance 	
	<ul style="list-style-type: none"> ▪ Environmental checklist 	

3.7.2 Compliance with the Environmental Specification – Principal Contractors (PC)

1. INTRODUCTION

2. POLICY STATEMENT

3. OBJECTIVES OF EMP

4. DESIGNATED ENVIRONMENTAL OFFICER

5. LEGAL REQUIREMENTS

6. MITIGATION MEASURES

6.1 Establishment of site offices

6.2 Sewage treatment

6.3 Waste management

6.4 Soil management

6.5 Discovery of archaeology sites, artefacts or graves

6.6 Stockpiled material

6.7 Fuel, diesel and other hazardous materials

6.8 General conditions

7. MEASUREMENT AND PAYMENT

1. INTRODUCTION

The EMP will address the environmental impacts during the design, construction and operational phases of a work package. Due regard must be given to environmental protection during the entire work package. In order to achieve this, a number of environmental specifications/recommendations are made. These are aimed at ensuring that the Contractor maintains adequate control over the work package in order to:

Minimise the extent of impact during construction,
Ensure appropriate restoration of areas affected by construction.
Prevent long term environmental degradation.

The contractor must be made aware of the environmental obligations that are stipulated in this document, and declares himself/herself to be conversant of all relevant environmental legislation. The Contractor should also be aware that the Employer's Agent will monitor the implementation of the procedures.

2. POLICY STATEMENT

The construction will be to the best management practices as identified to minimize the environmental impact of activities associated with the development.

3. OBJECTIVES OF EMP

The EMP has the following goals:

- Identifying those construction activities that may have a detrimental impact on the environment;
- Detailing the mitigation measures that will need to be taken, and the procedures for their implementation;
- Establishing the reporting system to be undertaken during the construction.

The EMP also serves to highlight specific requirements that will be monitored during the development and should the environmental impacts not have been satisfactory prevented or mitigated, corrective action will have to be taken. The document should, therefore, be seen as a guideline that will assist in minimising the potential environmental impact of activities.

4. DESIGNATED ENVIRONMENTAL OFFICER

For the purpose of the EMP, a nominated representative of the Contractor should be the designated environmental officer for the work package. The nominated representative of the Contractor will therefore be responsible for ensuring that the provisions of the EMP are complied with. The Employer's Agent will be responsible for issuing instructions to the Contractor where environmental considerations call for action to be taken. The environmental officer will submit monthly reports to the Employer's Agent on site who will verify the information.

5. LEGAL REQUIREMENTS

Under normal circumstances and EMP would be the end result or the final stage in the EIA procedure.

6. MITIGATION MEASURES

In setting mitigation measures, the practical implications of executing these measures must be borne in mind. With early planning, both the cost and the impacts can be minimised.

6.1 Establishment of site offices

6.1.1 Site Plan

The Contractor shall provide the Employer's Agent on site with a plan detailing the layout of site offices facilities, such as chemical toilets, areas for stockpiling of material, storage of hazardous materials and provision of containers. The

site offices should not be sited in close proximity to steep areas as this will increase soil erosion. Preferred locations would be flat areas along the route. If the route traverses water courses, streams and rivers, it is recommended that the site, and in particular the ablution facilities, aggregate stockpiles and hazardous material stockpiles are located as far away as possible from any water course as possible.

The site plan shall be submitted before the site hand over meeting.

6.1.2 Vegetation

The vegetation surrounding the site offices is to be left as intact as possible and vegetation planted at the site should be indigenous. Only trees directly affected by the works and such others as may be indicated by the Employer's Agent in writing may be sawn off/removed.

The work package specification for the rehabilitation of the grass cover shall be strictly adhered to. Any proclaimed weed or alien invader plant shall be cleared by hand before seeding.

6.1.3 Rehabilitation

The site offices will require rehabilitation at the end of the contract. All construction material, including concrete slabs and braai areas are to be removed from the site on completion of the contract.

6.1.4 Water for human consumption

Water for human consumption must be tested and treated in accordance with recommendations.

6.2 Sewage treatment

Adequate toilet facilities are to be provided. Use of the veld for this purpose shall not, under any circumstances, be allowed. The Contractor shall be entirely responsible for enforcing their use and for maintaining such latrines in a clean, orderly and sanitary condition to the satisfaction of the Engineer. Latrines shall be positioned within walking distance from wherever employees are employed on the works.

Save and effective sewage treatment will require one of the following sewage handling methods: septic tanks and soak aways, dry composting toilets such as "enviro loos", or the use of chemical toilets which are supplied and maintained by a subcontractor. The type of sewage treatment will depend on the geology of the area selected, the duration of the contract and proximity (availability) of providers of chemical toilets is to be done in consultation with the Site Engineer.

6.3 Waste management

Waste management and waste minimisation must be implemented at the outset of the contract.

6.3.1 Litter

No littering by construction workers are allowed. During the construction period, the facilities shall be maintained in a neat and tidy condition and the site is to be kept free of litter.

6.3.2 Removal of solid waste

Solid waste is to be stored in an appointed area for collection and disposal. A refuse control system must be established for the collection and removal of refuse to the satisfaction of the Engineer. Disposal of solid waste will be in a Department of Water Affairs and Forestry (DWAF) licensed landfill site.

6.3.3 Hazardous waste

Hazardous waste such as bitumen, tar, oils, etc. shall be disposed of in a Department of Water Affairs and Forestry approved landfill site. Special care must be taken when using tar products such as tar prime or pre-coating fluid to avoid water-soluble phenols from entering the ground or contaminating water.

6.4 Soil management

6.4.1 Topsoil

The contract provides for the stripping and stockpiling of topsoil from the site for later reuse. Topsoil is considered to be of a minimum thickness of + 300 mm of the natural soil, including all the vegetation and organic matter. The areas to be cleared of topsoil shall include the storage areas. Weeds appearing on the stockpiled topsoil shall be removed by hand before seeding. Soils contaminated by hazardous substances shall be disposed of in an approved Department of Water Affairs and Forestry waste disposal site.

6.4.2 Borrow material

The Contractor's attention is drawn to the requirements set forth by the Department of Mineral and Energy Affairs in terms of the submission of EMPR's for establishment, operation and rehabilitation of borrow pits and quarries. The cost of complying with the requirements shall be deemed to be included in existing rates in the schedule of quantities.

6.5 Discovery of archaeology sites, artefacts or graves

6.5.1 Archaeology sites

If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately. The Contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Employer's Agent of such discovery. The National Monuments Council must be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. Read with General Conditions of Contract.

6.5.2 Graves

If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker as well as the National Monuments Council should be contacted. The undertaker will place advertisements in the newspapers concerning the grave. He will also provide for the relocation of bones, should it be necessary. Read with General Conditions of Contract.

6.6 Stockpiled material

The Contractor shall so plan his activities that materials excavated from borrow pits and cuttings, in so far as possible, can be transported direct to and placed at the point where it is to be used. However, should temporary stockpiling become necessary, the areas for the stockpiling of excavated and imported material must be indicated and demarcated on the site plan and approved in writing by the engineer.

The area chosen shall be devoid of indigenous trees and shrubs. Care shall be taken to preserve all vegetation in the immediate area of these temporary stockpiles. After the stockpiled material has been removed, the site shall be reinstated as closely as possible to its original condition. All areas affected by stockpiling shall be landscaped, topsoiled and grassed to the Engineer's approval and at the Contractor's cost.

Material milled out of the existing road surface that is temporarily stockpiled within the road reserve shall:

- be stockpiled so as to be as inconspicuous as possible
- be prevented from contaminating water courses,
- be cleared of weeds.

In all cases, the areas for stockpiling and disposal of construction rubble shall be approved by the Employer's Agent before such operation commences.

6.7 Fuel, diesel and other hazardous materials

6.7.1 Hazardous Materials

All hazardous materials i.e. bitumen binders shall be stored in an appointed area that is fenced and has restricted entry. Storage of bituminous products shall only take place using suitable containers to the approval of the Engineer.

Under no circumstances shall the spoiling of bituminous products on the site, over embankments, in borrow pits or any burying, be allowed. Unused or rejected bituminous products shall be taken to the supplier's production plant. No spillage of bituminous products shall be allowed on site. Affected areas shall be promptly reinstated to the satisfaction of the Engineer.

6.7.2 Fuel

Should any fuel storage tank be required on site, the Contractor shall ensure that he has complied with the necessary legal requirements for the erection of such tanks. Leakage must be avoided. The fuel and diesel areas should be bonded to accommodate any spillage or overflow from these activities.

6.7.3 Oil, grease

Oil, grease and cleaning materials from the maintenance of vehicles and machinery shall be collected in a sump and sent back to the supplier or, otherwise disposed of at a registered site.

6.7.4 Cooking oil

The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.

6.7.5 Spillages

Streams, rivers and dams must be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials and bituminous products. In the event of a spillage, prompt action must be taken by competent instances to clear the affected area.

6.8 General conditions

Complaints received regarding activities on the construction site pertaining to the environment shall be recorded in a designated register and the response noted with the date and action taken. This record must be submitted with the monthly reports.

Any avoidable non-compliance with the above-mentioned measures may be considered sufficient ground for withholding payment of part or all amounts to be paid for the said item.

7. MEASUREMENT AND PAYMENT

The Contractor shall not be separately reimbursed or compensated in respect of his compliance with the provisions of this part of the Scope of Works. All costs so incurred shall, save and except to the extent provided for the schedule of quantities under SANS 1200A: Compliance with the Environmental Specification, be deemed to be included in the rates tendered for the various items of work listed in the schedule of quantities.

TABLE 1 SUMMARY OF MITIGATION MEASURES

ENVIRONMENTAL COMPONENT	ACTIVITY	MITIGATION	RELEVANT SECTION IN SPECIFICATIONS
Establishment of site offices	Siting of offices	Preferred areas would be flat areas along the route. Avoid steep areas as soil erosion could increase. Avoid water courses	
	Site Plan	Contractor will provide Employer's Agent detail of layout of site facilities within two weeks of moving to the site i.e. chemical toilets, the demarcation of areas for stockpiling of materials, storage of hazardous materials and the provision of containers. The offices shall be fenced. The site plan will be submitted before the site hand over meeting.	
Site rehabilitation	Clean-up	All construction material is to be removed from the site on completion of the contract.	
Vegetation	On site	Vegetation planted on the site should be indigenous. Only trees directly affected by works as indicated in writing by Engineer, shall be sawn off/removed	
	Weeds	Clearance of weeds must be done by hand before seeding.	
	Grass cover	The grass cover surrounding the construction site is to be left as intact as possible or restored to its original condition.	
Water	Available for human consumption	Water for human consumption must be tested and treated in accordance with recommendations.	
Soil management	Topsoil	The topsoil (\pm 300 mm) of any excavation shall be removed and stockpiled separately from underlying material in an appointment area	
	Borrow material	EMPR's for borrow pits to be submitted to the Department of Mineral and Energy Affairs for approval	

Archaeological & Cultural sites	Discover of archaeological sites of artefacts	If an artefact on site is uncovered, work in the immediate vicinity must be stopped immediately and an archaeological consultant must be contacted. Work may only resume once clearance is given in writing by the archaeologist.	GCC
Graves	Discovery of graves	If a grave on site is uncovered, work in the immediate vicinity must be stopped and an undertaker should be contacted	GCC
Waste management	Solid Construction waste & waste	Solid waste is to be stored in an appointment area for collection and disposal. Disposal of waste will be in a DWAF licensed landfill, and no waste may be burnt on site.	
	Litter	The site is to be kept free of litter	
Sewage treatment	Toilet facilities	Adequate toilet facilities are to be provided, and the siting of chemical toilets is to be done in consultation with the site engineer. Use of the veld for this purpose shall not be allowed.	
Fuel, diesel & hazardous materials	Hazardous Materials	All hazardous materials i.e. bitumen binders will be stored in an appointed area that is fenced and has restricted entry. No spoiling of bituminous products on site, over embankments, in borrow pits or any burning. No spillage of bituminous products shall be allowed on site.	
	Fuels	All fuel tanks will be stored in an appointed area. Leakage will be avoided.	
	Cooking fuel	The Contractor should ensure that sufficient fuel is available for heating and cooking purposes should this be necessary.	
	Oil, grease	Oil, grease and cleaning materials from maintenance of vehicles shall be collected in a sump and sent back to supplier.	
	Spillages	Streams, rivers or dams must be protected against spillages of pollutants mentioned in 6.7 (e). In the event of a spillage, prompt action must be taken to clear the affected area.	

General considerations	Lines of authority	A nominated representative of the contractor will be the designated environmental officer for the site.	
	Reports	The environmental officer will submit monthly reports to the Employer's Agent who will verify the information	
	Complaints	Complaints received regarding activities on the construction site pertaining to the environment should be recorded in a designated register, and the response noted with the date and action taken. This record must be submitted with the monthly report	

PART C4 : SITE INFORMATION

MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C4: SITE INFORMATION

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: PWRT (R&T) 19/2018

DEVELOPMENT OF KAGISO REGIONAL PARK PHASE 2

Part C4: Site Information

C4.1 Management Meetings

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

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

C4.2 Employment of Local Labour

It is the intention that this Contract should make maximum use of the local labour force that is presently under-employed. To this end the Contractor shall limit the utilisation on the Contract of non-local employees to that of key personnel only and to employ and train local labour to the extent necessary for the execution and completion of this Contract.

The Contractor shall fill in the form entitled Key Personnel in the Forms to be completed by the Bidder. The data stated on the above-mentioned form will be strictly monitored during the Contract period and any deviations therefrom shall be subject to the prior approval of the Engineer, which approval shall not be unreasonably withheld.

The employment of casual labour will be done in co-operation with community leaders and local structures. The bidder shall ensure that all remuneration paid to employees is in line with the relevant sectorial determination in terms of the Basic Conditions of Employment Act, No 75 of 1997, as determined by the Department of Labour

C4.3 SITE INFORMATION

C4.3.1. Site of Works

The proposed project is situated in Kagiso Ext.8, Kagiso in the Gauteng Province and falls under the Mogale City Local. GPS coordinates are 27° 46'12"E 26°09'04"S.

C4.3.2. Nature of Ground and Subsoil Details-

Refer to Annexure C for the Geotechnical Report

C4.3.3 Environmental Compliance

Not required.

C4.3.4 Landownership

The land is owned by Mogale City Local Municipality

PART C5 : ANNEXURES

- Annexure A: OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO. 85, 1993)
- Annexure B: EPWP LABOUR FORMS
- Annexure C: GEOTECHNICAL REPORT
- Annexure D: BID CHECKLIST

ANNEXURE A

OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO. 85, 1993)

Contractor to obtain his own copy of the Act for reference purposes.

ANNEXURE B

EPWP LABOUR FORMS



Project Name:

First name	Initials	Last name	I.D. Number	DOB dd/mm/yyyy	Home Address	Gender M or F	Has disability Y or N	Education level See codes at bottom of list	Start date dd/mm/yyyy	Oct-12				Nov-12				Dec-12				Totals	
										Number of labour days	Total number of training days	Daily wage rate	Total wages paid	Number of labour days	Total number of training days	Daily wage rate	Total wages paid	Number of labour days	Total number of training days	Daily wage rate	Total wages paid	Total labour days this Quarter	FTEs Created This Quarter
													DO NOT ENTER DATA IN THIS COLUMN				DO NOT ENTER DATA IN THIS COLUMN				DO NOT ENTER DATA IN THIS COLUMN	DO NOT ENTER DATA IN THIS COLUMN	DO NOT ENTER DATA IN THIS COLUMN
MALE ADULT																							
MALE YOUTH																							
FEMALE ADULT																							
FEMALE YOUTH																							
TOTALS (DO NOT ENTER DATA IN THIS LINE)										0			R -	0			R -				R -	0	0.00

ANNEXURE: C

GEOTECHNICAL REPORT

ANNEXURE: D

BID CHECKLIST

BID CHECKLIST

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

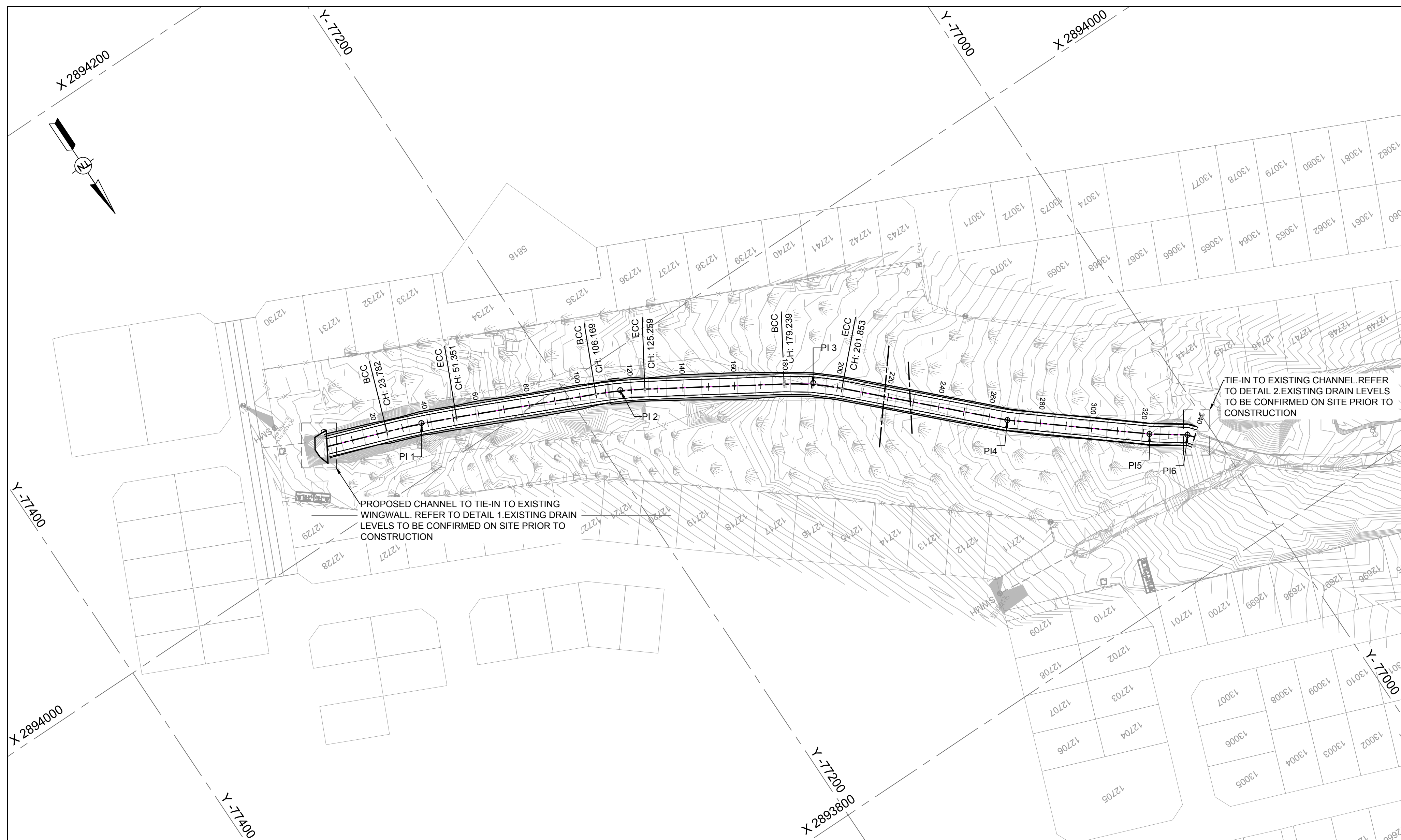
Bidders are to check the following points before the submission of their tender document and to complete YES/NO next to each item as an indication that the bidder has complied with the provision of the item concerned. If any of the items are marked as NO – it might lead to the disqualification of your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

ITEM	DESCRIPTION	YES	NO
1.	Provided copy of your company registration document.		
2.	Provided certified copy of your company VAT registration Certificate		
3.	Tax clearance certificate/copy of tax compliance status (TCS) document has been submitted – in the name of the bidding entity		
4.	The bidding entity as well as all its directors must submit municipal account which is not more than three (3) months in arrears or valid lease agreement which is in the name of the business and or the directors, which must stipulate the responsibility of payment of municipal services. If the responsibility of payment of municipal services is that of the tenant/lessee, please provide proof of payment of those services. If the business operates from the different address as per CIPC document, affidavit must be provided		
5.	<ul style="list-style-type: none"> ▪ Valid B-BBEE Rating Certificate or letter from registered auditor ▪ Consolidated B-BBEE certificate / letter in case of a trust, consortium or joint venture. 		
6.	All pages of the bid document have been read by the bidder and the returnable schedules and MBD forms duly completed and signed.		
7.	All pages requiring information have been completed in full and in black ink.		
8.	No pages removed from the tender document		
9.	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.		
10.	JV agreement has been attached and signed (if applicable)		
11.	Bidder must attach the Central Supplier Database (CSD) registration summary report.		
12.	Completed Bills of Quantities in blank ink and signed (No Tipex)		
13.	In case of any amendments made, was it signed in full by the authorized signatory? Please note that the use of tipp-ex will lead to immediate disqualification.		
14.	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"> ▪ Personal Tax Numbers included ▪ State Employee Number / Persal Number ▪ Identity number 		

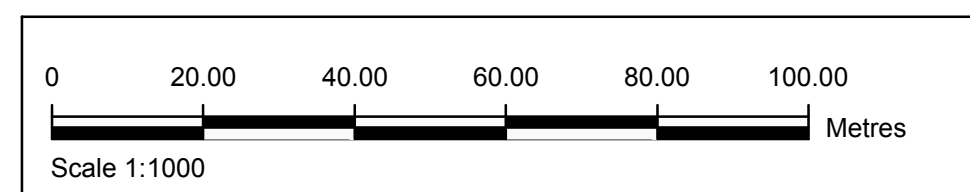
	▪ Name		
15.	Please take note of the functionality evaluation criteria that will be applied to your submission in order to ensure that your company has the necessary capacity and capability to successfully execute this tender, if appointed. Ensure that sufficient information is included in your submission to ensure successful evaluation of your bid.		

PLEASE NOTE:

- ❖ **No contract will be awarded to a service provider, if the service provider or its directors are in arrears with their municipal accounts for more than three (3) months.**
- ❖ **In case of a Joint Venture, please note that individual documents have to be submitted for all parties in the JV, like tax clearance certificates, municipal accounts, etc.**
- ❖ **No communication with Mogale City Municipal officials are allowed after the closing date of the tender. The only authorised form of communication will be through the Supply Chain Management Office.**
- ❖ **No bids will be accepted if not submitted on the correct closing date and time. No late bids will be considered, even if only late by a minute.**



STORM WATER CHANNEL
SCALE 1:1000

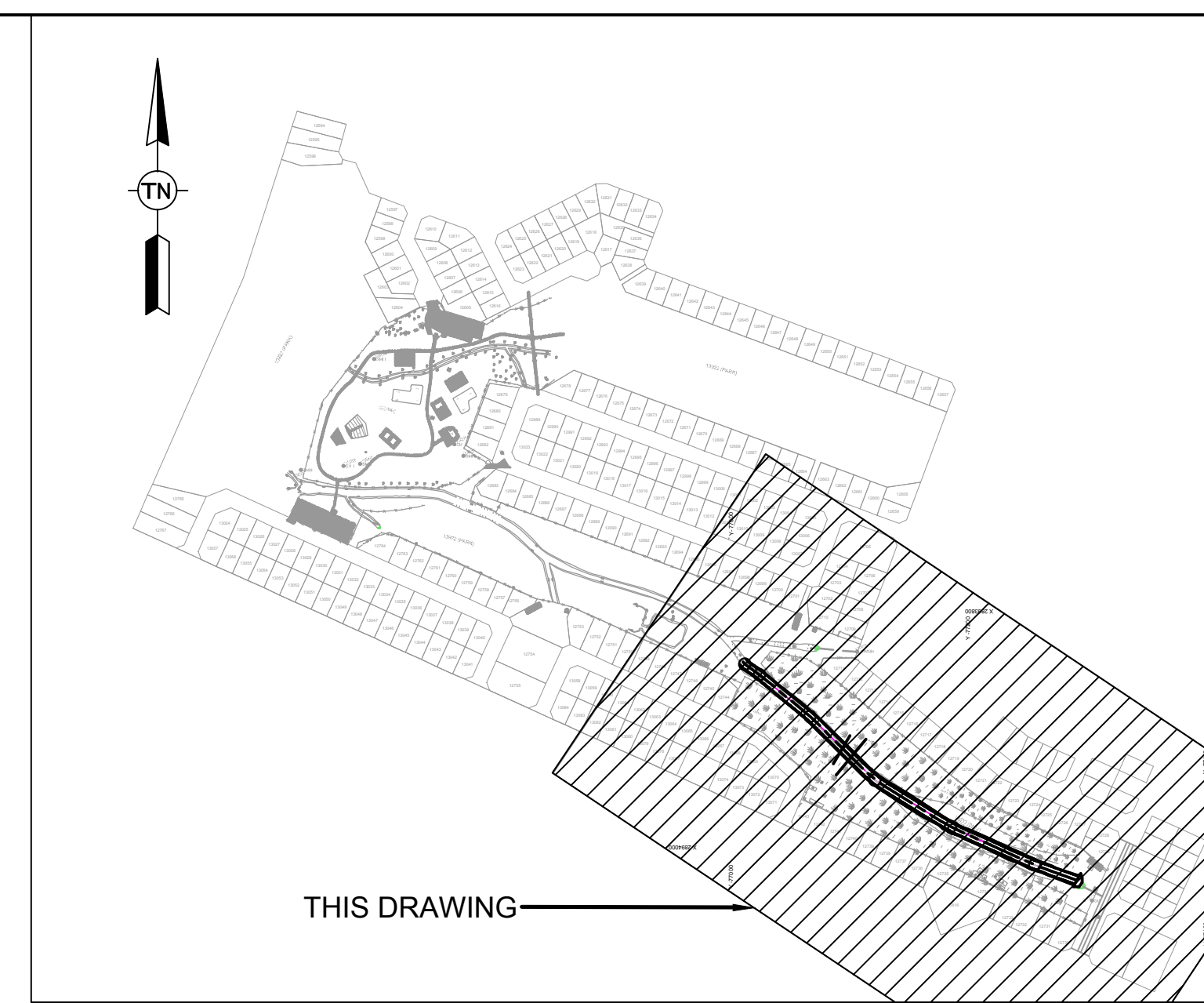


SETTING OUT DATA-STORMWATER CHANNEL

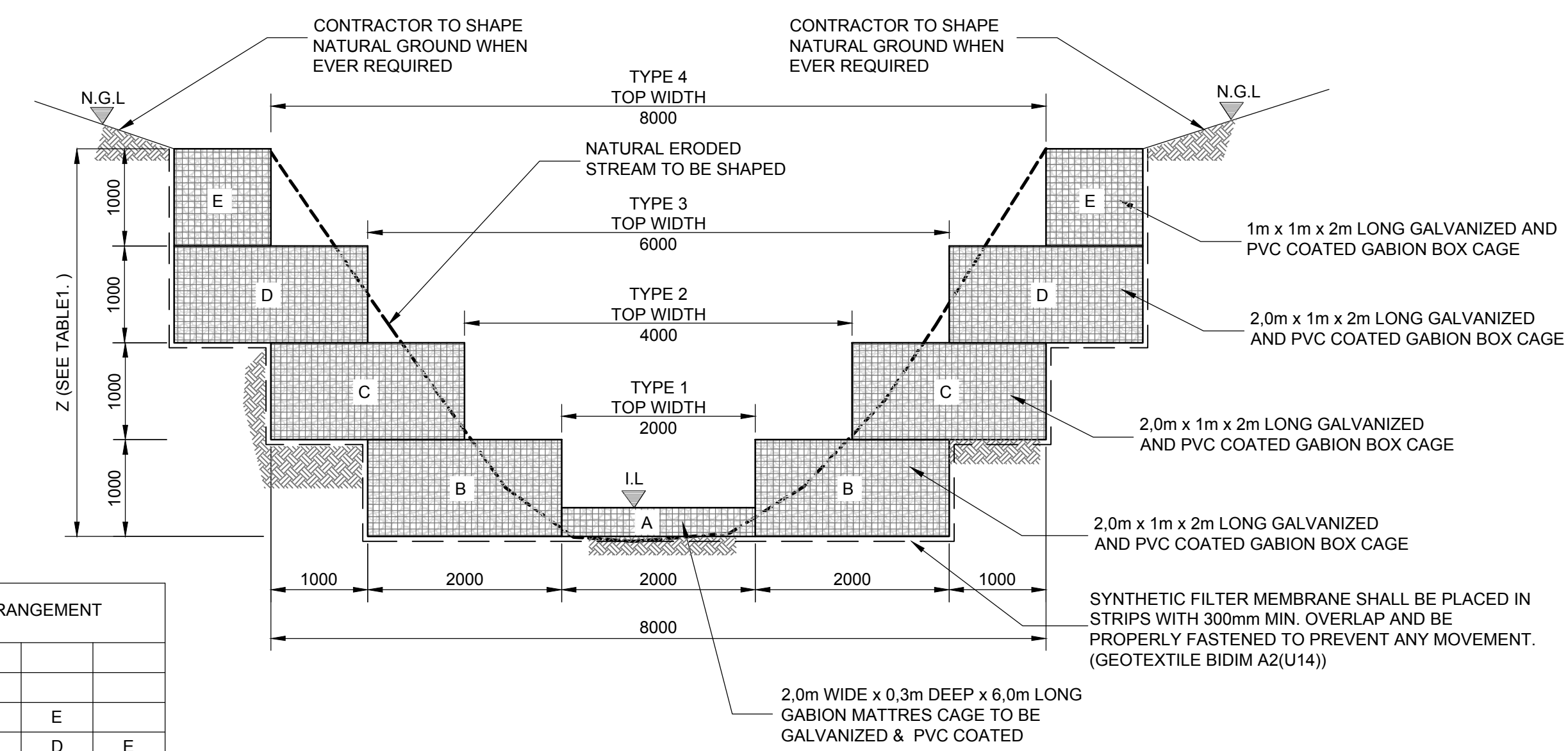
NAME	CH	Y	X	DETAILS
START	0.000	-77 288.459	2 894 031.043	L 23.782m
BCC1	23.782	-77 266.087	2 894 022.976	R 380.000m DA 4°30'50"
PH1	51.351	-77 253.113	2 894 018.297	TL 13.792m AL 27.569m
BCC2	106.169	-77 190.603	2 893 990.016	R 150.000m DA 7°17'30"
PH2	125.250	-77 181.895	2 893 986.076	TL 9.558m AL 19.090m
BCC3	179.239	-77 127.798	2 893 952.750	R 100.000m DA 12°57'20"
PH3	201.853	-77 118.131	2 893 946.794	TL 11.355m AL 22.614m
ECC3		-77 110.044	2 893 938.822	
PH4	267.174	-77 063.527	2 893 892.963	L 65.321m
PH5	322.549	-77 020.710	2 893 857.847	L 55.375m
PH6	337.308	-77 008.665	2 893 849.320	L 14.759m
END	340.190	-77 006.848	2 893 847.062	L 2.882m

Earthworks Quantities

Excavation	m³
Cut Volume	3 190
Fill Volume	200



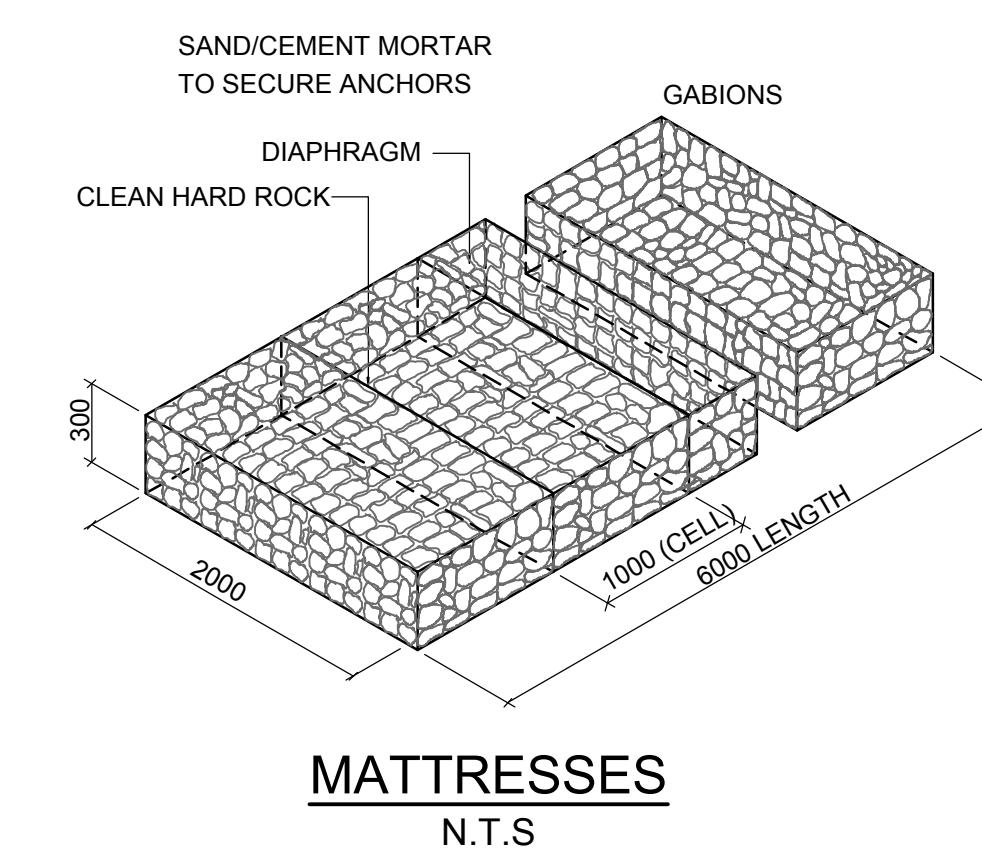
KEY PLAN
N.T.S



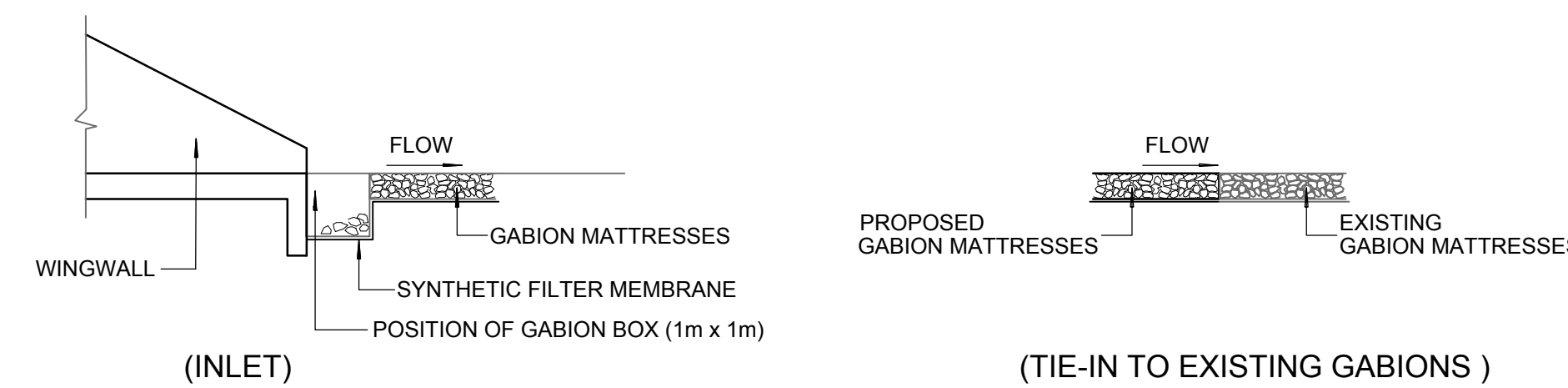
TYPICAL SECTION THROUGH NATURAL
STREAM
SCALE 1:50

TABLE 1.

CHANNEL SECTION	Z (mm)	GABIIONS ARRANGEMENT				
1	1000	A	E			
2	2000	A	B	E		
3	3000	A	B	C	E	
4	4000	A	B	C	D	E



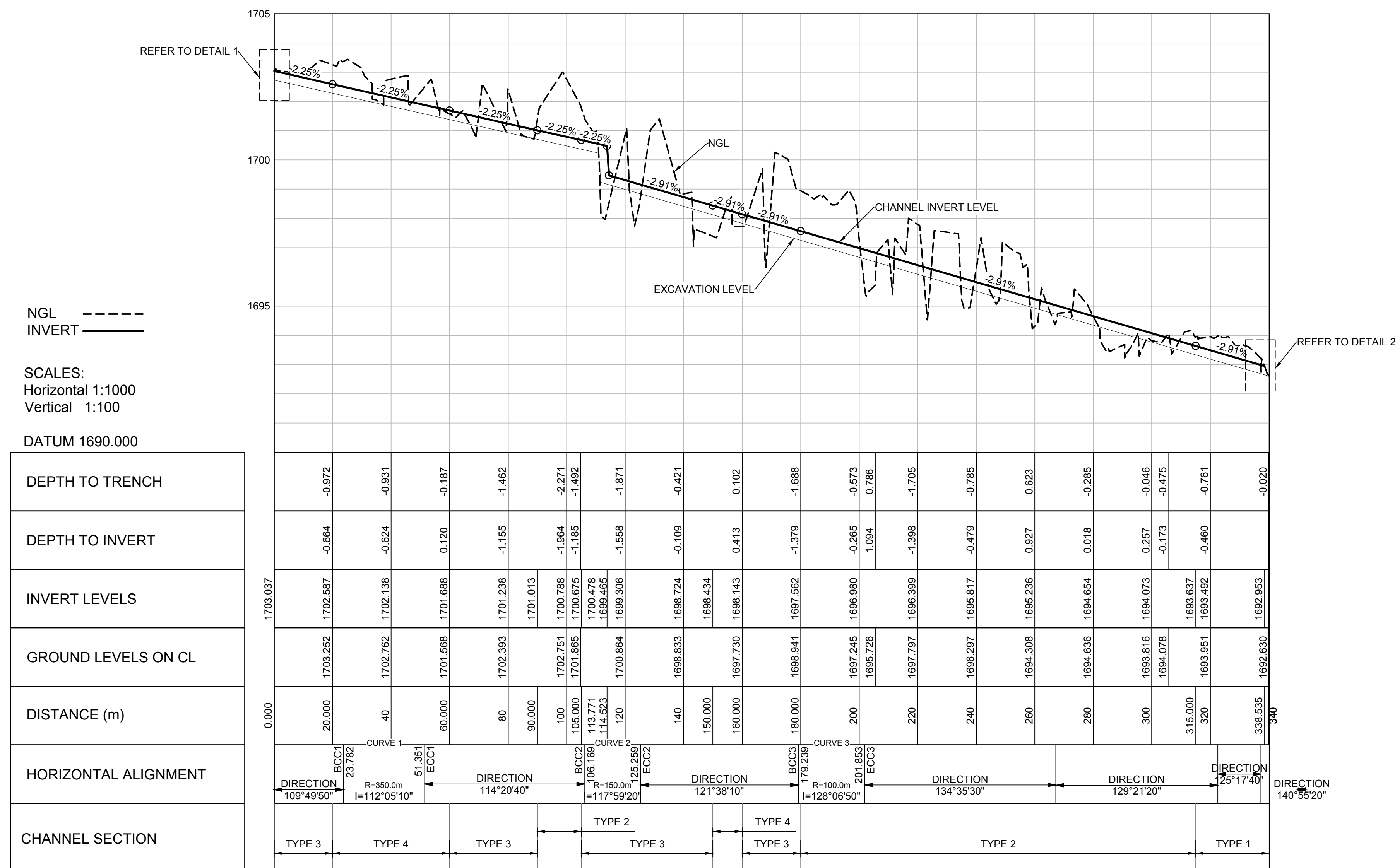
MATTRESSES
N.T.S



DETAIL 1
N.T.S



DETAIL 2
N.T.S



NOTE : FOR CHANNEL SECTION TYPE REFER TO TABLE 1.
LONGSECTION STORMWATER CHANNEL
FROM 0.000 TO 340.190

COPYRIGHT
This document and all the information therein remains the property of ZMC Consulting and may not be copied, reproduced or transmitted in part or in full without the written consent of ZMC Consulting. This document should not be relied on or used in circumstances other than those for which it was originally prepared and for which ZMC Consulting was commissioned, as defined on this drawing. Refer to the contract for full terms and conditions.
ZMC Consulting shall not be liable for the consequences of using this document other than for the purpose for which it was commissioned. Any user and any other person using or relying on the document for such purpose, will by such use or reliance be taken to confirm his agreement to indemnify ZMC Consulting for all loss or damage resulting therefrom.

General Notes

- Do not Scale this Drawing. Work in Figured Dimensions Only
- Any Discrepancies on the Drawing to be Brought to the Attention of the Engineer Prior to Implementation of any Works
- All Materials and Workmanship to Comply with Relevant Specifications:

REV	DATE	COMMENTS	BY
A	10-08-21	ISSUED FOR TENDER	SM

Consulting Engineer:



2MC CONSULTING ENGINEERS
BRADFORD HOUSE
UNIT A4 BRADFORD HOUSE
12 BRADFORD ROAD
BEDFORDVIEW
2007
TEL: 011 615 2302
CELL: 084 810 6129

Client:



MOGALE CITY LOCAL MUNICIPALITY
CNR COMMISSIONER & MARKET STREETS
KRUGERSDORP

PO BOX 94
KRUGERSDORP
1740

Project:

KAGISO REGIONAL PARK
PHASE 2

Drawing Title:

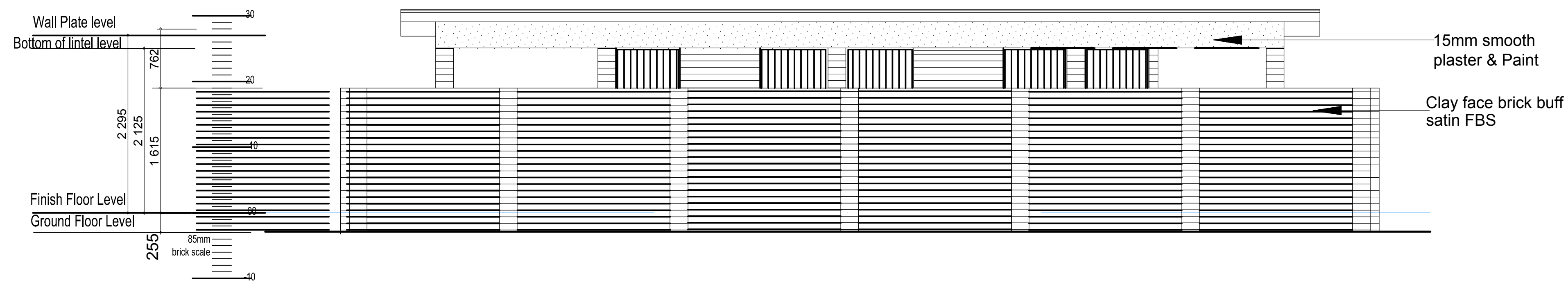
STORMWATER CHANNEL
LAYOUT PLAN

Consultant's Signature:

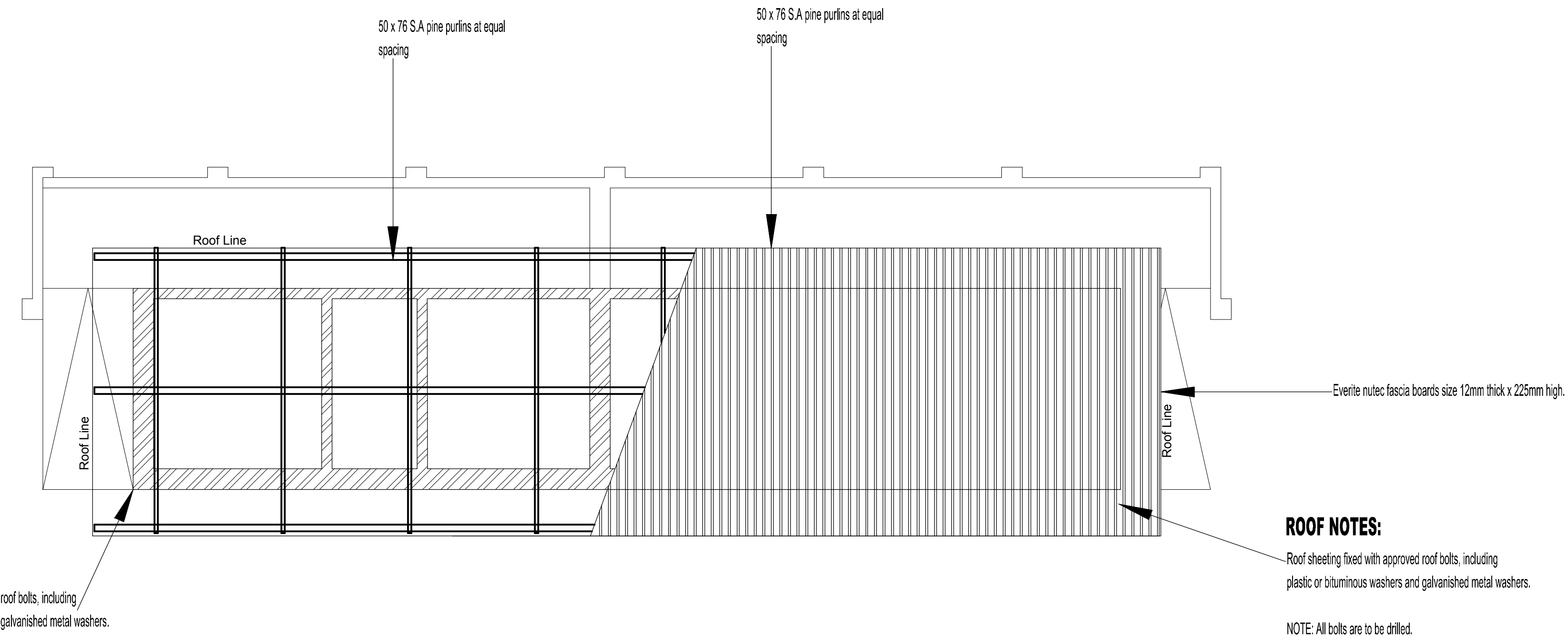
T. Malaka

Drawn: M.B Semane Checked: S. Mguni Designed: T. Malaka Scale: 1:1000

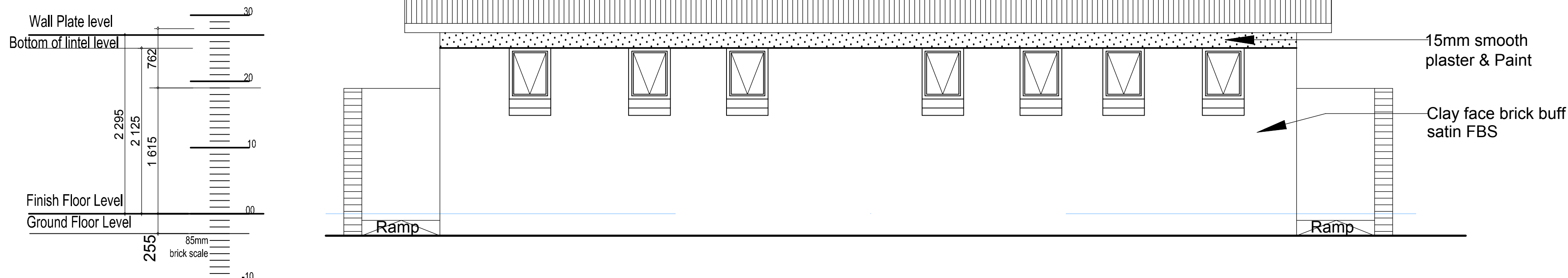
Job Number: PWRT(R&T)19/2018 Discipline: CIV Dwg Number: 102-02 Rev: A Dwg Size: A1



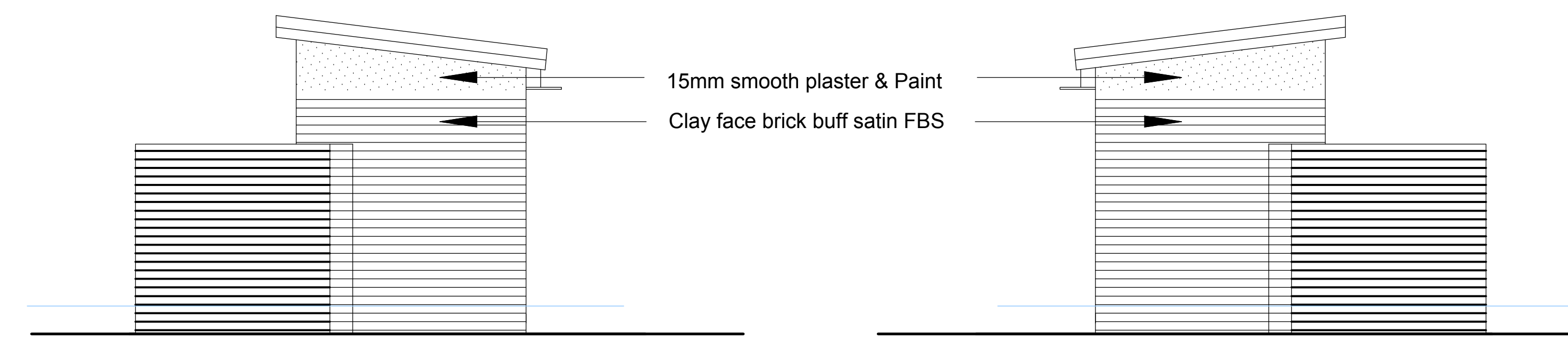
**TOILET TYPE E
FRONT ELEVATION
SCALE 1: 100**



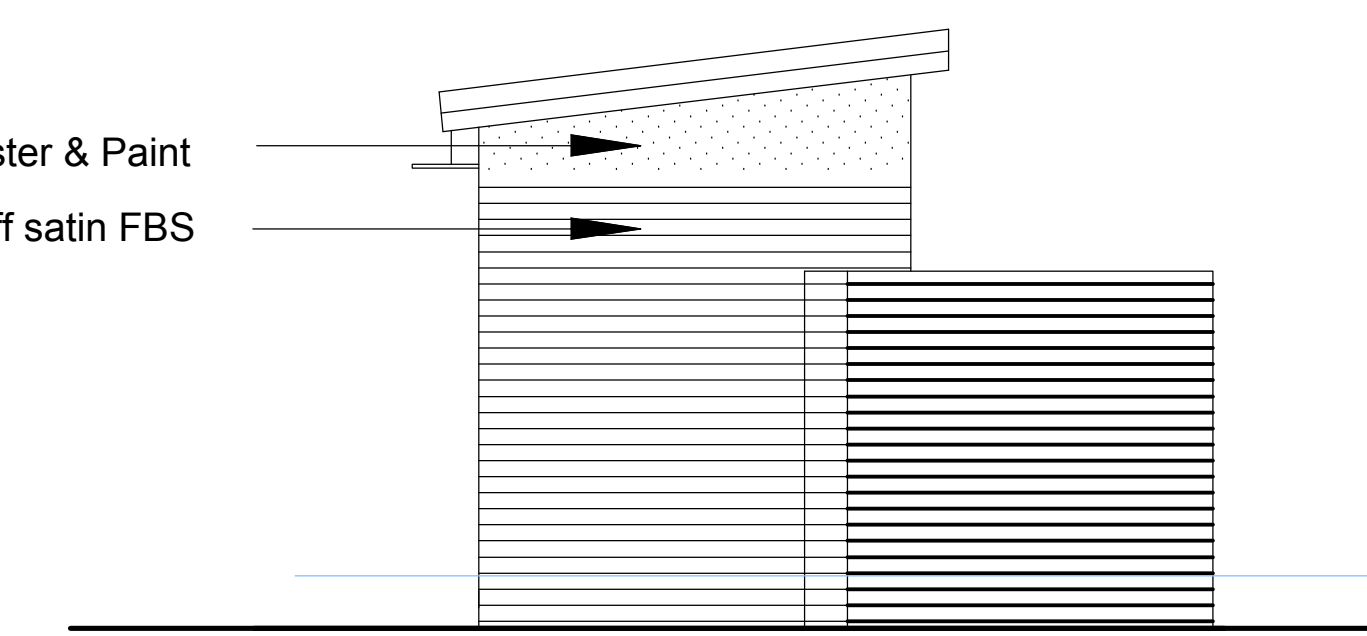
**TOILET TYPE E
ROOF PLAN
SCALE 1: 100**



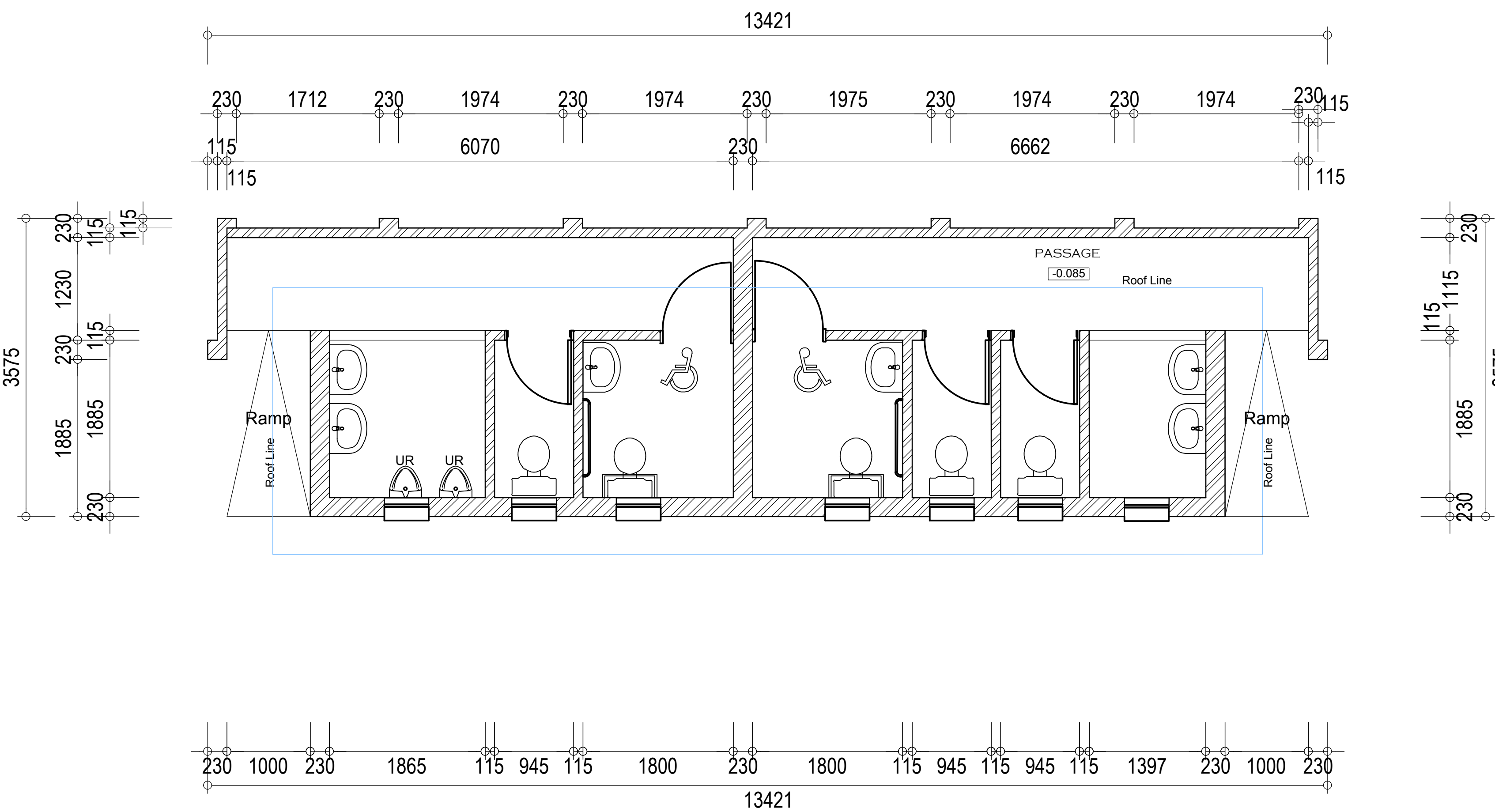
**TOILET TYPE E
BACK ELEVATION
SCALE 1: 100**



**TOILET TYPE E
SIDE ELEVATION
SCALE 1: 100**



**TOILET TYPE E
SIDE ELEVATION
SCALE 1: 100**



**TOILET TYPE E
FLOOR LAYOUT PLAN (02 boys and 03 girls toilets)
SCALE 1: 100**

COPYRIGHT
This document and all the information thereon remains the property of ZMC Consulting and may not be copied, reproduced or transmitted in part or in full without the written consent of ZMC Consulting. This document should not be relied on or used in circumstances other than those for which it was originally prepared and for which ZMC Consulting was commissioned, as defined on this drawing. Refer to the contract for full terms and conditions.
ZMC Consulting shall not be liable for the consequences of using this document other than for the purpose for which it was commissioned. Any user and any other person using or relying on the document for such purpose, will by such use or reliance be taken to confirm his agreement to indemnify ZMC Consulting for all loss or damage resulting therefrom.

REV	DATE	COMMENTS	BY
A	10-08-21	ISSUED FOR TENDER	SM

Consulting Engineer:

ZMC CONSULTING ENGINEERS
BRADFORD HOUSE
UNIT A4 BRADFORD HOUSE
12 BRADFORD ROAD
BEDFORDVIEW
2007

TEL: 011 615 2302
CELL: 084 810 6129

Client:

Mogale City Local Municipality
MOGALE CITY LOCAL MUNICIPALITY
CNR COMMISSIONER & MARKET STREETS
KRUGERSDORP

PO BOX 94
KRUGERSDORP
1740

Project:

**KAGISO REGIONAL PARK
PHASE 2**

Drawing Title:

ABLUTION FACILITY

Consultant's Signature: *T. Malaka*

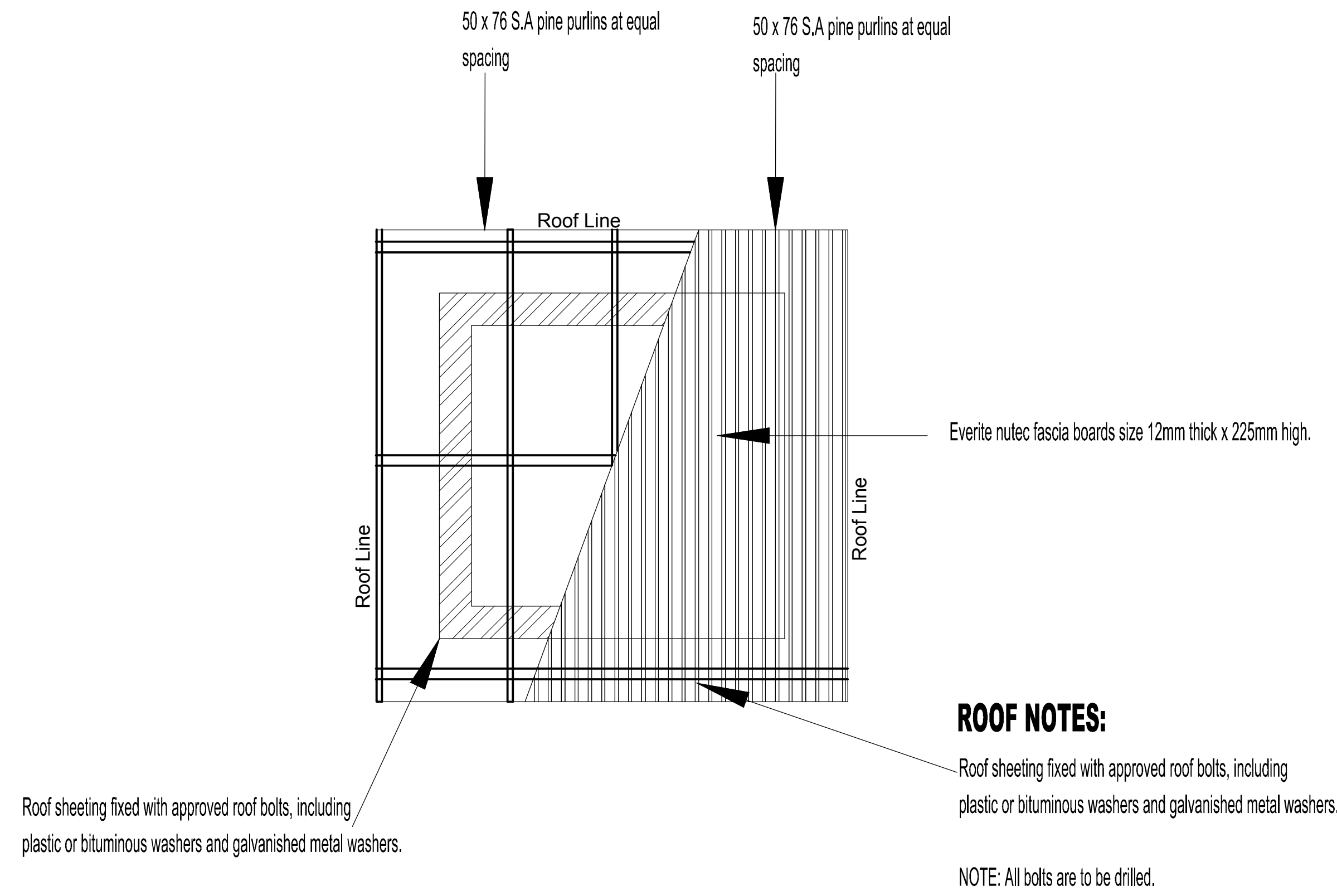
T. Malaka

Drawn:	Checked:	Designed:	Scale:
S. Zumana	T. Malaka	T. Malaka	AS SHOWN

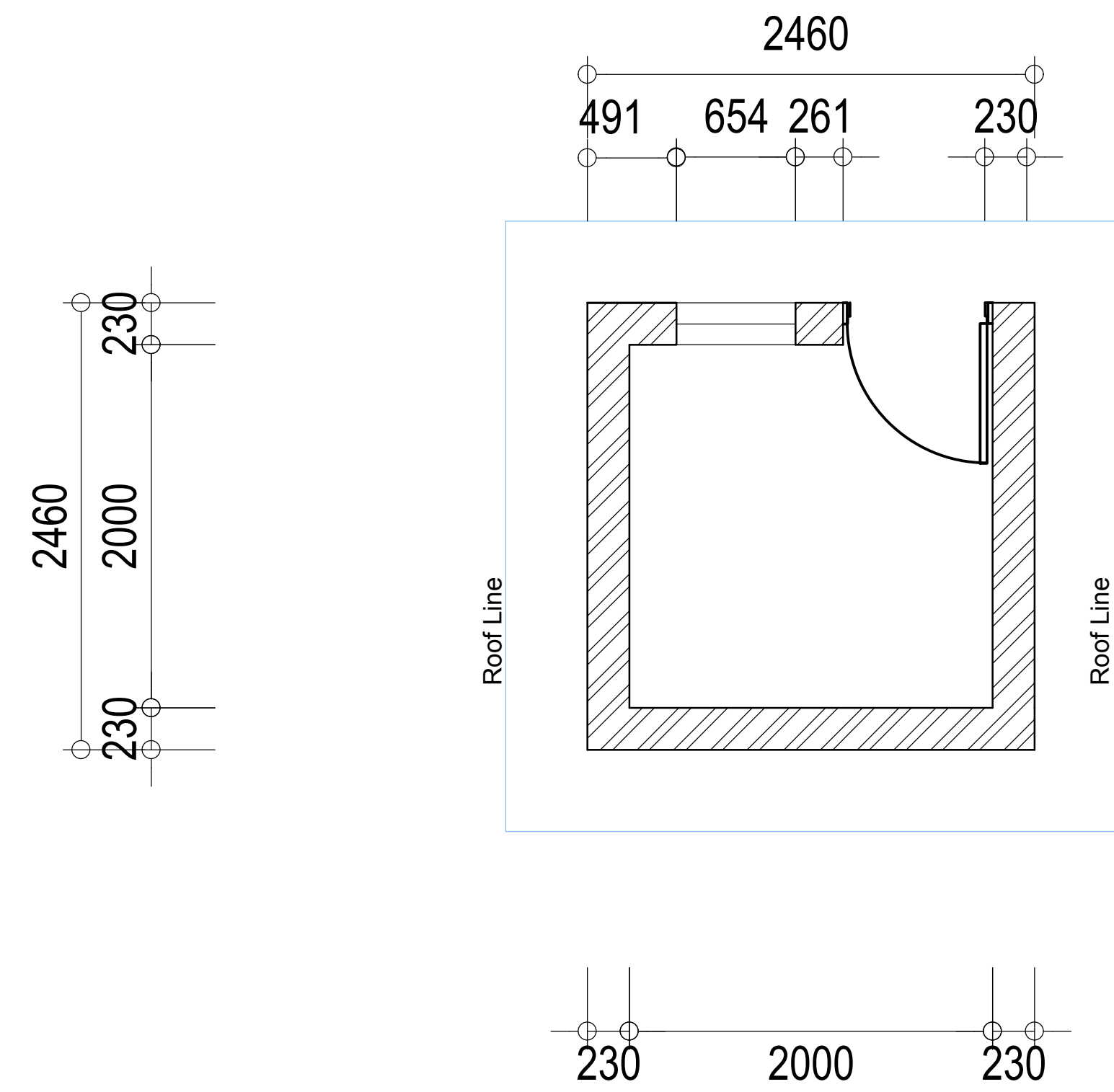
Job Number:	Discipline:	Dwg Number:	Rev:	Dwg Size:
PWRT(R&T)19/2018	CIV	103-10	A	A1

x:\2\proj\projects\2018\01-2018-pw\mogale-city-local-municipality\panel101-2018-pw-04\kagiso-regional-park-phase-2-06-drawings\2-structural\2-current-drawings\electrical\ch-103-to-ablution-facility.dwg

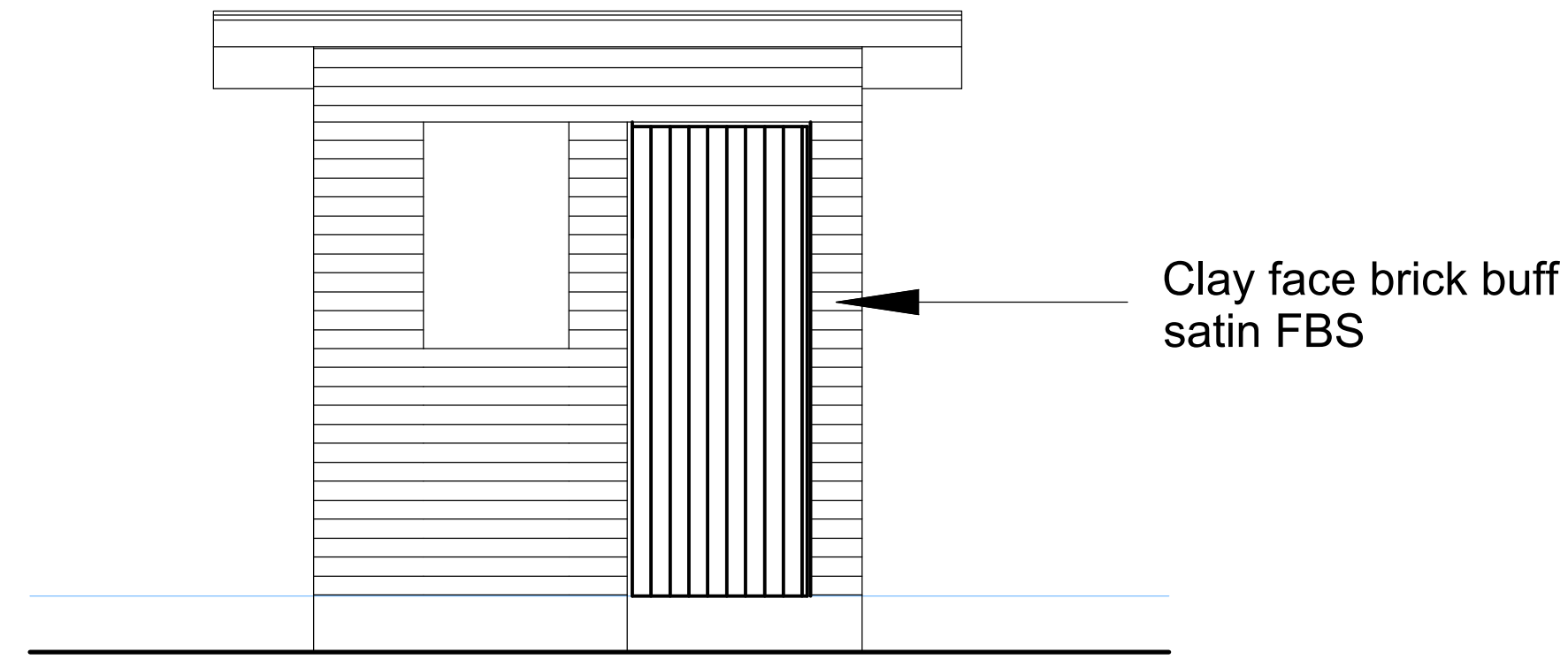
COPYRIGHT
 This document and all the information thereon remains the property of ZMC Consulting and may not be copied, reproduced or transmitted in part or in full without the written consent of ZMC Consulting. This document should not be relied on nor used in circumstances other than those for which it was originally prepared and for which ZMC Consulting was commissioned, as defined on this drawing. Refer to the contract for full terms and conditions.
 ZMC Consulting shall not be liable for the consequences of using this document other than for the purpose for which it was commissioned. Any user and any other person using or relying on the document for such purpose, will by such use or reliance be taken to confirm his agreement to indemnify ZMC Consulting for all loss or damage resulting therefrom.



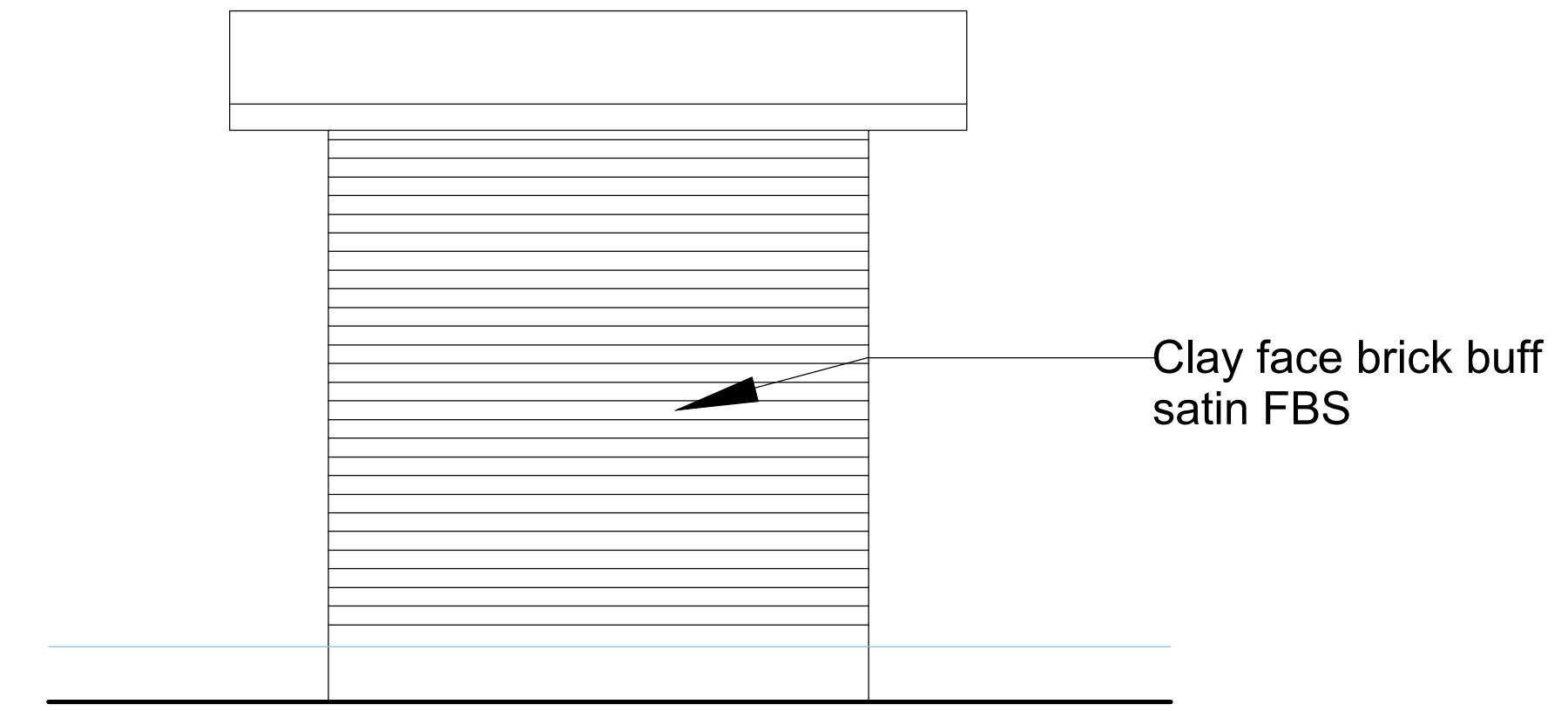
**GUARD HOUSE
 ROOF PLAN
 SCALE 1: 100**



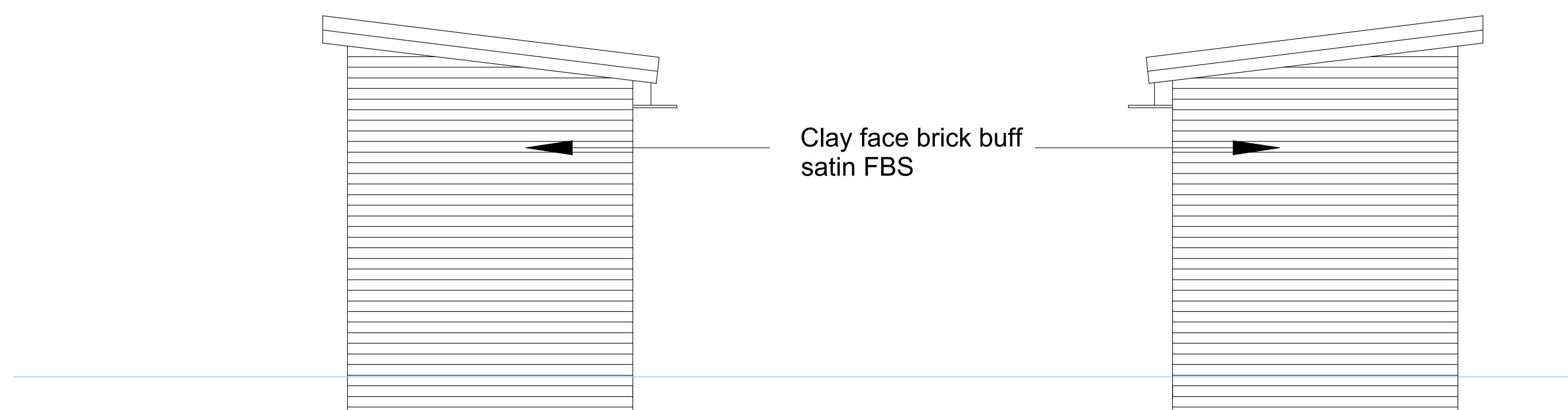
**GUARD HOUSE
 FLOOR LAYOUT PLAN
 SCALE 1: 100**



**GUARD HOUSE
 FRONT ELEVATION
 SCALE 1: 100**



**GUARD HOUSE
 FRONT ELEVATION
 SCALE 1: 100**



**GUARD HOUSE
 SIDE ELEVATION
 SCALE 1: 100**

REV	DATE	COMMENTS	BY
A	10-08-21	ISSUED FOR TENDER	SM

Consulting Engineer:

ZMC CONSULTING ENGINEERS
 BRADFORD HOUSE
 UNIT A4 BRADFORD HOUSE
 12 BRADFORD ROAD
 BEDFORDVIEW
 2007

TEL: 011 615 2302
 CELL: 084 810 6129

Client:

Mogale City Local Municipality
 MOGALE CITY LOCAL MUNICIPALITY
 CNR COMMISSIONER & MARKET STREETS
 KRUGERSDORP

PO BOX 94
 KRUGERSDORP
 1740

Project:

**KAGISO REGIONAL PARK
 PHASE 2**

Drawing Title:

GUARDHOUSE

Consultant's Signature: *T. Malaka*

T. Malaka

Drawn:	Checked:	Designed:	Scale:
S. Zumana	T. Malaka	T. Malaka	AS SHOWN

Job Number:	Discipline:	Dwg Number:	Rev:	Dwg Size:
PWRT(R&T)19/2018	CIV	103-11	A	A1

x:\2\ec\projects\2018\01-2018-pa\mogale-city-local-municipality\panel1\01-2018-pa-041-kagiso-regional-park-phase-2-06-drawings\2-structural-2-current-drawings\electrical\ch-103-11-guardhouse.dwg