

PUBLIC WORKS, ROADS & TRANSPORT

TENDER NUMBER IEM (P) 02/2022

THE CONTRACT IS FOR DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

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 SARS TCS PIN NO:		
MAAA NO:		

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

CONTENTS

NUMBER	HEADING	PAGE	COLOUR CODING
	THE TENDER		
	Part T1: Tendering Procedures		
T1.1	Tender Notice and Invitation to Tender	4	White
T1.2	Tender Data	8	Pink
	Part T2: Returnable Documents		
T2.1	List of Returnable Documents	33	Yellow
	Check List	34	Yellow
T2.2	Returnable Schedules	35	Yellow
	THE CONTRACT		
	Part C1: Agreements and Contract Data		
C1.1	Form of Offer and Acceptance	88	Yellow
C1.2	Contract Data	97	Yellow
C1.3	Forms of Securities	107	White
	Part C2: Pricing Data		
C2.1	Pricing Instructions	118	Yellow
C2.2	Bills of Quantities	122	Yellow
	Part C3: Scope of Work		
C3.1	Description of the Works	130	Blue
C3.2	Project Specifications	140	Blue
	Part C4 Site Information		
C4.1	Site Layout	195	Green
C5.1	Part C5 Annexure		
OJ. I	Annexures	197	White

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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MOGALE CITY LOCAL MUNICIPALITY



THE TENDER:

PART T1: TENDERING PROCEDURES

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

MBD 1

PART A INVITATION TO BID

	ARE HEREBY INVITED TO BI										
BID N	UMBER: IEM (P) 02				•		2021 CLOSIN	IG TIM	E: 11H00		
DESC	CRIPTION DEVELOP	MENT OF WE	STHAVE	EN CEN	/IETERY	PHA	SE 2		•		
THE	SUCCESSFUL BIDDER WILL	BE REQUIRED T	O FILL IN	AND SI	GN A WRI	TTEN	CONTRACT FO	ORM (MBD7).		
	BID RESPONSE DOCUMEN SITUATED AT SUPPLY CH CENTRE CORNER COMMI	IAIN UNIT MANA	GEMENT	UNITY,	UPPER L		OF THE WES	NIW T	NG, MOGALE	CITY CIVIC	;
				•							
SUPF	PLIER INFORMATION		T								
NAM	OF BIDDER										
POS	AL ADDRESS										
STRE	ET ADDRESS										
TELE	PHONE NUMBER		CODE				NUMBER				
CELL	PHONE NUMBER							•			
FACS	IMILE NUMBER		CODE				NUMBER				
E-MA	IL ADDRESS										
VATI	REGISTRATION NUMBER										
TAX	COMPLIANCE STATUS		TCS			OR	CSD No:				
	EE STATUS LEVEL VI TFICATE	ERIFICATION	Yes			B-BE			Yes		
	APPLICABLE BOX]		No			AFFI	DAVIT		No		
	BBEE STATUS LEVEL VE ER TO QUALIFY FOR PRE					IDAV	IT (FOR EME	S & Q	SEs) MUST I	BE SUBMIT	TED IN
	YOU THE A			O DDL	· - j		YOU A FOR				
REPF	RESENTATIVE IN SOUTH A	FRICA FOR	Yes		N		SED SUPPLIER	FOR ODS	Yes		No
THE	GOODS /SERVICES /WORKS	OFFERED?	0			/SEI	RVICES		[IF YES, AN	SWER PART	B:3]
						/WC	RKS OFFERE	D?			
TOTA	L NUMBER OF ITEMS OFFE	RED				тот	AL BID PRICE		R		
SIGN	ATURE OF BIDDER						_				
CAP	ACITY UNDER WHICH THIS BI	D IS SIGNED									
	ING PROCEDURE ENQUIRIES	S MAY BE DIREC	TED TO:		_	-	NFORMATION	MAY	BE DIRECTE	DTO:	
	RTMENT FACT PERSON				CONTA		RSON NUMBER				
	PHONE NUMBER				FACSIM						
	SIMILE NUMBER				E-MAIL						
	IL ADDRESS							•			
-											-
	Municipality 1			ſ	Municipa	lity 2					
ļ	Municipality 3			(Contracto	or					

1. 1.1.		BY THE STIPULATED TIME TO) THE CORRECT ADDRESS. LATE	E BIDS WILL NOT BE ACCEPTED FOR					
1.2.	2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE								
	.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.								
2.	TAX COMPLIANCE REQUIRE								
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.								
2.2) SUBMIT THEIR UNIQUE PERS THE TAXPAYER'S PROFILE AI		PIN) ISSUED BY SARS TO ENABLE THE					
2.3				BE MADE VIA E-FILING. IN ORDER TO E-FILERS THROUGH THE WEBSITE					
2.4	FOREIGN SUPPLIERS MUST	COMPLETE THE PRE-AWARD	QUESTIONNAIRE IN PART B:3.						
2.5	BIDDERS MAY ALSO SUBMIT	A PRINTED TOS CERTIFICAT	E TOGETHER WITH THE BID.						
2.6	IN BIDS WHERE CONSORTIA TCS CERTIFICATE / PIN / CS		NTRACTORS ARE INVOLVED, EAC	CH PARTY MUST SUBMIT A SEPARATE					
2.7	WHERE NO TCS IS AVAILABLE MUST BE PROVIDED.	LE BUT THE BIDDER IS REGIST	TERED ON THE CENTRAL SUPPLI	ER DATABASE (CSD), A CSD NUMBER					
3.	QUESTIONNAIRE TO BIDDIN	IG FOREIGN SUPPLIERS							
3.1.	IS THE ENTITY A RESIDENT	OF THE REPUBLIC OF SOUTH	AFRICA (RSA)?	YES NO					
3.2.	DOES THE ENTITY HAVE A E	BRANCH IN THE RSA?		YES NO					
3.3.	DOES THE ENTITY HAVE A F	PERMANENT ESTABLISHMENT	IN THE RSA?	YES NO					
3.4.	DOES THE ENTITY HAVE AN	Y SOURCE OF INCOME IN THI	ERSA?	YES NO					
3.5.	IS THE ENTITY LIABLE IN TH	E RSA FOR ANY FORM OF TA	XATION?	YES NO					
			OT A REQUIREMENT TO REGISTI VICE (SARS) AND IF NOT REGIS	ER FOR A TAX COMPLIANCE STATUS TER AS PER 2.3 ABOVE.					
ı		NY OF THE ABOVE PARTICUL. ED FROM PERSONS IN THE S	ARS MAY RENDER THE BID INVA ERVICE OF THE STATE.	ALID.					
(CAPACITY UNDER WHICH TH	S BID IS SIGNED:							
[DATE:								
_									
ſ	Municipality 1		Municipality 2						
	· · ·								
	Municipality 3		Contractor						

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

ADVERTISED IN: The Star

PUBLISHING DATE: Friday 06 August 2021 TENDER NOTICE: IEM (P) 02/2022

MOGALE CITY LOCAL MUNICIPALITY

Tenders are hereby invited for the Department: IEM, Section: Parks

TENDERS ARE HEREBY INVITED FROM COMPETENT CIVIL ENGINEERING CONTRACTORS WITH A CIDB GRADING
OF:4CE OR HIGHER FOR DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL
MUNICIPALITY

Adjudication: 80/20

Tenders will be evaluated using functionality evaluation criteria of **30 points** of which the service provider is required to score the minimum of **45 points** in order to be considered for further evaluation. Tenders will also be evaluated at **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:

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

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

Technical Enquiries: Maria Ledwaba (011) 951 2176/ 081 415 0127

maria.ledwaba@mogalecity.gov.za

Michael Benhura 081 571 1367

michaelb.morad.co.za

Tender Documents: Ofentse Matsose (011) 951 2541 / 2014/2177

ofentse.matsose@mogalecity.gov.za

<u>Documents available</u>: As from <u>10 August 2021</u> 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: 09 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

COMPULSORY TENDER DOCUMENTS:

- Tax Clearance Certificate / Tax Compliance Status documents with Pin.
 Each company within the Joint Venture / Consortium must submit Tax Clearance Certificate or a copy of Tax Compliance Status document with Pin
- 2. Certified copies of their BEE certificates from an accredited BEE verification agency with their tender submission or sworn Affidavit.
- 3. Certified copies of directors ID.
- 4. Copy of company registration documents.
- 5. Copy of latest municipal account which is not more than 3 months old at the time of closing.
- 6. 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.
 - 6.1 If the responsibility of payment of municipal services is that of the tenant/lessee, please provide proof of payment of those services.
 - 6.2 If the business operates from the different address as per CIPC document, affidavit must be provided
- 7. Central Supplier Database (CSD) registration summary report
- 8. Completed and Signed Schedule of Quantities
- 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 good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016 @ www.csd.gov.za
- **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 severely 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 including the front page of the 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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

- **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 provides appointed as successful bidders if such companied are not based in the area of jurisdiction of Mogale City.
- **31.** The Municipality reserve 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.
- 33. All tender prices must be inclusive of VAT.
- **34.** The bid will be evaluated on functionality and 20 points is BBBEE component.
- **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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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 following information is based on the Standard Conditions of Tender and refers to the relevant clauses of the Standard Conditions of Tender. The following Clauses are highlighted. It is the responsibility of the Tenderer to obtain the full CIDB Standard Conditions of Tender from their website. www.cidb.co.za

The additional Conditions of Tender are:

Clause Number	Tender Data
F.1.1	The Employer is, Mogale City Local Municipality
F.1.2	The documents listed below will form part of this contract. The tender documents issued by the employer comprise Volume 3. The employer does not supply Volumes 1 and 2. Tenderers are to acquire their own copies of these documents.
	 Volume 1 The General Conditions of Contract for Construction Works (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (tell: 011-805-5947). Volume 2 Standardised specifications for Civil Engineering Construction SABS 1200 - not bound in this document and obtainable from: The South African Bureau of Standards, Private Bag X191, Pretoria, 2001.
	Volume 3 The tender documents issued by the Employer comprise:
	Part T1: Tendering Procedures T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data
	Part T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules
	Part C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C1.3 Forms of Securities
	Part C2: Pricing Data C2.1 Pricing Instructions

Municipality 1	Municipality 2	
Municipality 3	Contractor	

	C2.2 Bill of Quantities			
	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			
	Part C4: Site Information C4.1 Site Information C4.2 Drawings			
	Part C5: Annexures C5.1 Annexure A: Geotechnical Information C5.2 Annexure B: Occupational Health & Safety Act C5.3 Annexure C: Environmental Management Plan C5.4 Annexure D: EPWP Labour Forms & Branding C5.5 Annexure E: Joint Venture Agreement C5.6 Annexure F: Reduced drawings for tender purposes			
Clause Number	Tender Data			
F.1.3.2	The tender document of the winning tenderer will become the contract document between the			
F.1.4	Employer and Contractor. 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 read, copied and recorded. Writing shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer.			
	The Employer's agent is:			
	Contact Person : Michael Benhura			
	Company Name : Morad Consulting Engineers (Pty) Ltd Address : Morad Consulting Engineers (Pty) Ltd 274 Voortrekker Road, Noordheuwel,			
	Krugersdorp Telephone : (011) 954 3835 : 081 571 1367			
	Facsimile : N/a			
	Email Address : michaelb.morad.co.za The Engineer per GCC 2015: Collin Radebe Pr. Eng			
F.1.5	The Employer's right to accept or reject any tender offer: The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give reasons for such action upon written request to do so.			
F.1.6.1	Data pertaining to targeted procurement This tender will be adjudicated and awarded in terms of the Mogale City Local Municipality Procurement Policy. The complete document can be requested from Mogale City Local Municipality. A list of trained local labour will be provided by the Municipal structure on award of the Tender.			
F.1.6.2	Corporate Social Responsibility			

Municipality 1	Municipality 2	
Municipality 3	Contractor	

A 1% VAT inclusive contribution will be deducted from all cand will be deducted from the amount payable before payments.						
to service providers outside of the Mogale City jurisdiction.						
F.1.6.3.1 Tenderers shall submit their proposals. The Employer						
submission in terms of the method of evaluation stated in F.:	3.11.3 in the Tender Data.					
F.2.1 Eligibility Criteria and Requirements						
CIDB Registration and Grading:						
1) Only tenderers who are registered with the CIDB or ha						
the CIDB, or are capable of being so prior to the evalua						
	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.	of construction work, are engible to					
2) Only the following tenderers who are registered with th	e CIDB, or are capable of being so					
registered prior to the evaluation of submissions, are eli						
who have a contractor grading designation equal to c	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 the						
	i) Every member of the joint venture is registered with the CIDB;					
ii) The lead partner has a contractor grading design construction work; and	ii) The lead partner has a contractor grading designation in the 4CE or higher class of construction work; and					
iii) The combined contractor grading designation calc						
Regulation is equal to or higher than a contractor						
accordance with the sum tendered for a 4CE class	ss construction work.					
4) Information to be submitted with the tender:	d land the fit and with the district to the					
	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 stail members satisfy the eligibility requirement	that such staff members satisfy the eligibility requirements.					
5) Only those tenderers who have in their employ manager	ment and supervisory staff satisfying					
the requirements of the scope of work for labour intensiv						
management staff are eligible to submit tenders.						

Clause Number	Tender Data					
F.2.7	The arrangements for the o	compulsory Project Briefing Session are:				
	Date: Refer to Invitation to	Tender				
	Venue: Refer to Invitation t	o Tender				
		to Thapelo Motshiane, Tel: (011) 952 2589 0833298477				
		Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be				
	issued to and tenders wil	be received only from those tendering entities appearing on the				
	attendance list.					
F.2.13.		one tender offer only in a sealed envelope.				
		r delivery of tender offers and identification details to be shown on the				
	tenderer's offer package ar	re:				
	Location of tender box:	· · ·				
	Physical Address:	Corner Commissioner and Market Street in Krugersdorp.				
	Identification Details:	Tender reference number, Title of Tender				
		Closing date and time of the tender,				
		Tenderer's name, his authorised representatives name,				
		Postal address and telephonic contact numbers				
F.2.13.6	This tender will be submitte	ed as a 1 envelope tender document				
F.2.13.10	Additional Clause:					
	All annexures (for the Returnable Schedules) must be submitted in a separately bound					
	document together with th					
F.2.15.1	Refer to the Invitation to Te No late submissions will be	ender for the closing time for submissions of the tender offers. e considered.				

Municipality 1	Municipality 2	
Municipality 3	Contractor	

	Telephonic, telegraphic, telex, facsimile or emailed submission offers will not be accepted.
F.2.16	All Bids shall remain valid for a period of ninety (90) days after the time and date set for the opening of Bids, or until the tenderer is relieved of this obligation by the Employer, in writing, at an earlier date. However, the tenderer may be requested in writing, to extend the validity of this tender for a specific period. The written approval of the tenderer must then be received before
	the lapsing of the original validity period, in order to remain valid.
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.23	The Tenderer must provide the following with his submitted bid document.
	T2.2.1 Record of Addenda to Tender Documents
	T2.2.2 Compulsory Enterprise Questionnaire
	T2.2.3 Authority of Signatory
	T2.2.4 MCLM Corporate Social Responsibility T2.2.5 Proposed Amendments and Qualifications
	T2.2.6 Declaration of Interest
	T2.2.7T2.2.8 Preference Points Claim Form
	T2.2.9 Declaration of Tenderer's Past Supply Chain Management Practices
	T2.2.10 Certificate of Independent Bid Determination
	T2.2.11 Capacity to Execute Work
	T2.2.12 Key Personnel/Project Team T2.2.13 Previous Experience
	T2.2.14 Financial Capacity
	T2.2.15 Schedule of Proposed Subcontractors
	T2.2.16 Rates for Special Materials
	T2.2.17 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:
	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
50 44 :	The contractors fails to submit a valid CIDB certificate The contractors fails to submit a valid CIDB certificate contractors fails to submit a valid CIDB certificate contractors fails
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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

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".

Bid Criteria:

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

- 1. Failure to achieve the minimum total score of 30 points out of 45 points
- 2. Failure to score the **minimum points** in <u>each</u> Criteria section (1, 2 3 and 4) listed in the table below. If the bidder achieves a total score equal to or higher the minimum of 30 points but fails to reach the minimum points stipulated for each criteria(1, 2, 3) and 4 the bid will be deemed as non-compliant and will be rejected.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

Technical Evaluation Criteria

1. Infrastructure and Resources Available Plant & Tools

Vehicles: Proof of ownership will be valid registration documents.

Equipment: A signed letter from hiring company must be submitted on a company letterhead stating the equipment to be used on the project is owned by the company.

OR if hiring, letter from hiring company stating permission to use vehicle/equipment for this project.

Item	Equipment	Own	Hire	Weight	Minimum Points
1.1	Excavator	2	1	2	1
1.2	TLB	2	1	2	1
1.3	Water Cart	2	1	2	1
1.4	5 Ton Tipper Truck	2	1	2	1
1.5	Grader	2	1	2	1
	Section 1 Total	10	5	10	5

Technical Evaluation Criteria

2. Qualified Personnel

Detailed CV must be attached for each team member. *Certified Copies of Certificates to be attached. The personnel as listed must be the site team and may not be changed at time of implementation without prior notice to the Employment

(MCLM) – CV template must be completed by each member.

Item	Personal	Points	Maximum	Minimum Points
	Site Agent (supervisor) Site Agent with LIC NQF Level 5 Labour Intensive Qualification and a National Diploma or higher in Civil Engineering with minimum five (5) years' experience after getting the qualification.	8		
2.1	OR Site Agent with LIC NQF Level 5 Labour Intensive Qualification and a National Diploma or higher in Civil Engineering with minimum ten (10) years' experience after getting the qualification.	9	10	8
	OR Site Agent with LIC NQF Level 5 Labour Intensive Qualification and a National Diploma or higher in Civil Engineering with minimum fifteen (15) years' experience after getting the qualification.	10		
	General Foreman With a minimum qualification of a N6 in the Civil Engineering and minimum two to three (2-3) years' experience after getting the qualification.	5		
2.2	OR With a minimum qualification of a N6 in the Civil Engineering and four to six (4-6) years' experience after getting the qualification. OR	6	7	5
	With a minimum qualification of a N6 in the Civil Engineering and seven (7) or more years' experience after getting the qualification.	7		
	Qualified Health and Safety Officer Required			
2.3	Relevant qualification in OHS and registration with SACPCMP as a Construction Health and Safety Practitioner in any category and	4		

Municipality 1	Municipality 2	
Municipality 3	Contractor	

minimum two to three (2-3) years' experience after getting the qualification.			
OR			
Relevant qualification in OHS and registration with SACPCMP as a Construction Health and Safety Practitioner in any category and minimum four to six (4-6) years' experience after getting the qualification.	6	8	4
OR			
Relevant qualification in OHS and registration with SACPCMP as a Construction Health and Safety Practitioner in any category and seven (7) years' or more experience after getting the qualification.	8		
Total Section 2		25	17

	Technical Evaluation	Criteria		
	npany experience			
projec	rer must attach appointment letters and letter of comp ts. r project experience completed in the past 5 years (pro	_	•	tion of previous
	us experience includes proven track record of contrac			es.
Item	Experience	Points	Weight	Minimum Points
3.1	Minimum of three (3) to five (5) similar projects completed in the past 5 years.	8		
	OR			
	Six (6) to ten (10) projects completed in the past 5 years.	9	10	8
	OR			
	More than Eleven (11) projects completed in the past 5 years.	10		
	Section 3 Total		10	8
	TOTAL POINTS		45	30

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

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

If the tenderer fails to reach the minimum points stipulated for each criterion (1, 2 and 3), the tenderer will be rejected, even if the required **30 out of 45** points are achieved.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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:
 - 3. 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

- 4. 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;
- 5. **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;
- 6. **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;
- 7. **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- 8. **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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

- **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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

F.2.4 Confidentiality and Copyright of Documents

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

F.2.5 Reference Documents

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

F.2.6 Acknowledge Addenda

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

F.2.7 Clarification Meeting

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

F.2.8 Seek Clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the Tender Offer

- **F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- **F2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- **F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- **F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to Documents

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

F.2.12 Alternative Tender Offers

Municipality 1	Municipality 2	
Municipality 3	Contractor	

- **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.2.13.7** 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

- **F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
- **F.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-Disclosure

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

F.3.7 Grounds for Rejection and Disqualification

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

F.3.8 Test for Responsiveness

- **F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:
 - a) complies with the requirements of these Conditions of Tender,
 - b) has been properly and fully completed and signed, and
 - c) is responsive to the other requirements of the tender documents.
- **F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
 - a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
 - b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
 - c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

F.3.9 Arithmetical Errors, Omissions and Discrepancies

- **F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:
 - a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or
 - c) arithmetic errors in:

Municipality 1	Municipality 2	
Municipality 3	Contractor	

- 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

- 9. 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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:

- 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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

80/20 PREFERENCE POINT SYSTEM FOR ACQUISION OF GOODS, SERVICES AND WORKS SERVICES FOR RAND VALUE EQUAL TO AND ABOVE R30 000 AND 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):

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

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

Pmin = Comparative price of lowest acceptable tender or offer.

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

- (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-

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

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

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

Pmin = Comparative price of lowest acceptable tender or offer.

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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 + (P - Pm)) Pm	A = P / Pm
2	Lowest price or percentage commission / fee	A = (1 - (P - Pm)) Pm	A = Pm / P

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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:

$$N_0 = W_2 \times S_0 / M_S$$

Where:

 S_0 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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

- 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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

- 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MOGALE CITY LOCAL MUNICIPALITY



THE TENDER:

PART T2: RETURNABLE DOCUMENTS

Municipality 1	Municipality 2	
Municipality 3	Contractor	

PART T2: RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:

- T2.2.1 Record of Addenda to Tender Documents
- T2.2.2 Compulsory Enterprise Questionnaire
- T2.2.3 Authority of Signatory
- T2.2.4 MCLM Corporate Social Responsibility
- T2.2.5 Proposed Amendments and Qualifications
- T2.2.6 Declaration of Interest
- T2.2.7 Declaration for Procurement above R10 million (VAT Included)
- T2.2.8 Preference Points Claim Form
- T2.2.9 Declaration of Tenderer's Past Supply Chain Management Practices
- T2.2.10 Certificate of Independent Bid Determination
- T2.2.11 Capacity to Execute Work
- T2.2.12 Key Personnel/Project Team
- T2.2.13 Previous Experience
- T2.2.14 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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	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					
12.2.11	Letter of intent/agreement from hiring company					
T2.2.12	Key Personnel/Project Team					
12.2.12	CV's and qualifications attached					
	Previous Experience					
T2.2.13	Completion certificates/verification letter of					
	successful completion by client attached					
	Financial Capacity					
T2.2.14	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					
12.2.17	Clarification Meeting					
	Tax Clearance Certificate					
T2.2.18	Original tax clearance certificate attached in					
	separate bound document					
T2.2.19	Declaration of Good Standing Regarding Tax					
	Income					
T2.2.20	B-BBEE Certificate					
12.2.20	Valid B-BBEE certificate attached					
T2.2.21	Certificate of Contractors Registration issued by					
	the Construction Industry Development Board					
	CIDB certificate attached					
T2.2.22	Municipal Accounts					
	Accounts attached					
	Occupational Health and Safety Questionnaire					
	Attach:					
	Management structure & organogram					
	Human resource plan					
	Letter of good standing					
	COID Insurance					

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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).

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
ttach	n additional pages	f more space is required.
	Signed	Date
	Name	Position
T	enderer	
/lunic	cipality 1	Municipality 2
Junio	cipality 3	Contractor

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY T2.2 Returnable Schedules

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 n	number, if any:			
Section 3: CIDB registration	number, if any:			
Section 4: Particulars of sole	proprietors and partners in part	tnerships		
Name*	Identity number*	Personal income tax number*		
* Complete only if sole proprietor	or partnership and attach separate	e page if more than 3 partners		
	panies and close corporations			
Close corporation number				
Tax reference number				
Section 6: Turnover – Approximate turnover for each of the past three years				
Year 2018 R				
ear 2019 R				
'ear 2020 R				
Anticipated turnover for 2021 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				

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MOGALE CITY LOCAL MUNICIPALITY TENDER NO: IEM (P) 02/2022 TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY **T2.2 Returnable Schedules**

Signed	Date	
J		
Name	Position	
Tenderer		

Municipality 1	Municipality 2	
Municipality 3	Contractor	

Municipality 3

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 m	nembers passed on	,
(Mr/Me.)	has be	en duly authorised to sign a	all documents in connection
with the Bid for Contract r	number	and any Contract,	which may arise there from
on behalf of the Bidding E	ntity, namely,		
SIGNED ON BEHALF OF	THE BIDDING ENTITY:	NAME:	
		SIGNATURE:	
	AS:		
	S SPECIMEN SIGNATURE: S SPECIMEN INITIAL:		
	*AND/OR	(SIGNATI	JRE) (INITIAL)
		·	JRE)(INITIAL)
	*AND/OR		
	*AND/OR		
	* DELETE W	HICH IS NOT APPLICABLE	
AS WITNESS: 1			
Municipality 1		Municipality 2	

Contractor

T2.2.3.2 Certificate of Authority for Joint Ventures

FORM TO BE COMPLETED:

	authorised signatory of the com	pany	
	, acting in the capac	city of lead pa	artner, to sign all documents
n connection with the tender offer and	any contract resulting from it c	on our behalf	
NAME OF FIRM	ADDRESS	DULY A	AUTHORISED SIGNATORY
Lead partner			
		Signatui	e
		Name	
CIDB registration no		Designa	tion
		Signatu	·e
CIDB registration no		ivame	
		Designa	tion
		Signatu	e
		Name	
CIDB registration no			
		Designa	tion
		Signatu	·e
		Name	
CIDB registration no		Designa	tion
Signed	Date		
Name			
As Witness			
Municipality 1	Municipality 2		
Municipality 3	Contractor		

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY T2.2 Returnable Schedules

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 "THE CONTRACT IS FOR THE DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY" (hereinafter called the "Project") and of jointly performing such contract under joint and several responsibility.

The share of the partners i	in the Joint Venture shall be	:	
Full Name and address of	Lead enterprise		
		%	
Full Name and address of	2 nd enterprise		
		%	
Full Name and address of	3 rd enterprise		
		%	
	by authorised to incur liabilitic and to be responsible for the ers.		
	ake available to the Joint Ve all other respects, endea 'enture.		
	eto shall share, in the above ntract, especially in the provi onnel.		
The Lead Partners shall s stated in the Contract Data	supply, in its name, Profess a.	ional Liability Insurance for	the amount and period as
The Joint Venture may not	t be terminated by any of the	e parties hereto until either:	
The contract has been awa	arded to another bidder		
or			
•	ne Joint Venture under the co the Joint Venture have been	•	
	t shall be entitled to sell, as loint Venture without obtaini		
	nture shall cooperate on an r enter into a Contract with th nird party.		
Municipality 1		Municipality 2	
Municipality 3		Contractor	

	T2.2 Returnable Schedules
Authorised Signature Le	ead Partner
Name	
Designation	
Signed at	on
Authorised Signature of 2 ^r	nd Partner
Name	
Designation	
Signed at	on
Authorised Signature of 3 ^r	rd Partner
Name	
Designation	
Signed at	on
BID, ORIGINAL OR C	LL CONFIRM THEIR AUTHORITY BY ATTACHING TO THE LAST PAGE OF THE CERTIFIED COPIES OF DATED AND SIGNED RESOLUTIONS OF THE PARTNERS AS THE CASE MAY BE.)

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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 Mog	ale based:	YES	NO	
If not Mogale City based, a persherewith in detail.	son duly authorize	d by the tenderer m	ust complete and sign	the declaration
Declaration by Tenderer I, the undersigned hereby decl Corporate Social Responsibility,				e Mogale City
Signed		Date		
Name		Position		
Tenderer				
Municipality 1		Municipality 2		
Municipality 3		Contractor		

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		

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY T2.2 Returnable Schedules

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.

Municipality 1	Municipality 2	
Consultant	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY **T2.2 Returnable Schedules**

3.9	Have you been in the service of the state for the past twelve months?	YES / NO
	3.9.1 If yes, furnish particulars	
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
	3.10.1 If yes, furnish particulars.	
	3.11 Are you, aware of any relationship (family, friend, other) be 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?	tween YES / NO
	3.11.1 If yes, furnish particulars	
3.12	Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO
	3.12.1 If yes, furnish particulars.	
3.13	Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO
	3.13.1 If yes, furnish particulars.	
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.	YES / NO
	3.14.1 If yes, furnish particulars:	

Municipality 1	Municipality 2	
Consultant	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY T2.2 Returnable Schedules

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

Full Name	Identity Number	State Employee Number
Signature	Date	
Capacity	Name of B	dder

Municipality 1	Municipality 2	
Consultant	Contractor	

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

2.

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

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

Municipality 1	Municipality 2	
Consultant	Contractor	

3. **DEFINITIONS**

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

Municipality 1	Municipality 2	
Consultant	Contractor	

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY T2.2 Returnable Schedules

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.

Municipality 1	Municipality 2	
Consultant	Contractor	

4. ADJUDICATION USING A POINT SYSTEM

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

5. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10 $Ps = 80 \left(1 - \frac{Pt - P\min}{P\min} \right) \qquad \text{or} \qquad Ps = 90 \left(1 - \frac{Pt - P\min}{P\min} \right)$

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

Municipality 1	Municipality 2	
Consultant	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY
T2.2 Returnable Schedules

- 6.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 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.
- 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.
- A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 6.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 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.
- 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.

7. BID DECLARATION

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

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

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

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

9. SUB-CONTRACTING

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

(Tick applicable box)

YES	NO	

9.1.1	It yes,	ind	ica	te:
-------	---------	-----	-----	-----

i)	What percentage	of the contract will	be subcontracted	%
----	-----------------	----------------------	------------------	---

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor......

iv) Whether the sub-contractor is an EME.

(Tick applicable box)
YES NO

Municipality 1	Municipality 2	
Consultant	Contractor	

10.	DECLARATION V	VITH REGARD TO COMPANY/FIRM
10.1	Name of compa	ny/firm:
10.2	VAT registration	number:
10.3	Company registi	ration number:
10.4	TYPE OF COM	PANY/ FIRM
		red
10.5	DESCRIBE PRI	NCIPAL BUSINESS ACTIVITIES
10.6	COMPANY CLA	SSIFICATION
		nal service provider vice providers, e.g. transporter, etc.
10.7	MUNICIPAL INF	FORMATION
	Municipality wh	nere business is situated:
	Registered Acc	count Number:
	Stand Number:	
10.8	Total number of	years the company/firm has been in business:
Muni	cipality 1	Municipality 2
Cons	ultant	Contractor

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY T2.2 Returnable Schedules

11. **Previous Experience** 8.8

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

Municipality 1	Municipality 2	
Consultant	Contractor	

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

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

8.14 List of Shareholders by Name, Percentage (%) of Business/Enterprise Owned, Residential Address

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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

WITNESSES 1	SIGNATURE(S) OF BIDDERS(S)
2	DATE: ADDRESS

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY T2.2 Returnable Schedules

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	Yes	No
	as a company or person prohibited from doing business with the public		
	sector?		
	(Companies or persons who are listed on this database were informed		
	in writing of this restriction by the National Treasury after the audi		
	alteram partem rule was applied).		<u> </u>
4.1.1	If so, furnish particulars:		
4.0	le the hidden on any of its directors listed on the Desister for Tondon	V	NIa
4.2	Is the bidder or any of its directors listed on the Register for Tender	Yes	No
	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).		
4.2.1	If so, furnish particulars:		
4.2.1	ii so, iuriisii particulais.		
4.3	Was the bidder or any of its directors convicted by a court of law	Yes	No
	(including a court of law outside the Republic of South Africa) for fraud		ıÜ
	or corruption during the past five years?		
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY T2.2 Returnable Schedules

4.4	taxes or i	municipal charges	its directors owe s to the municipalit nunicipal entity, the	y / municipal er	ntity, or to	Yes	No
	than thre	e months?					
4.4.1	If so, furni	sh particulars:					
4.5	entity or	any other organ o	the bidder and the f state terminated or form on or comply	during the past t	ive years	Yes	No 🗆
4.7.1		sh particulars:	·				
Certification:							
		me) iis declaration form	true and correct.			certify	that the
accept that, in prove to be fals		cancellation of a c	contract, action may	be taken agains	t me should	this de	claration
Signed			Date				
Name			Position				
Tenderer							
rondoron							
M. minimality 4			B.A	:h. 0			
Municipality 1			Municipal				
Municipality 3			Contracto	r			

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.
- 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.
 - 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.
 - In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

MBD 9

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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 respe	ect:
I certify, on behalf of:	that:
(Name of Ridder)	

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MBD9

- 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.
- 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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

MBD 9

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

Signature	Date
Position	Name of Bidder

Js9141w 4

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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	or equipment	that is owned b	y and immediately	y available for this	contract.
----	------------------	--------------	-----------------	-------------------	----------------------	-----------

DESC	RIPTION, SIZE, CAPACITY	NUMBER
tach additional pages if more space	·	
	will be hired, or acquired for this contract if my om hiring company must be attached in le schedules.	
DESC	RIPTION, SIZE, CAPACITY	NUMBER
DESC	RIPTION, SIZE, CAPACITY	NUMBER
DESC	RIPTION, SIZE, CAPACITY	NUMBER
DESC	RIPTION, SIZE, CAPACITY	NUMBER
DESC	RIPTION, SIZE, CAPACITY	NUMBER
DESC	RIPTION, SIZE, CAPACITY	NUMBER
DESC	RIPTION, SIZE, CAPACITY	NUMBER
DESC	RIPTION, SIZE, CAPACITY	NUMBER
		NUMBER
tach additional pages if more space		NUMBER
	e is required.	
tach additional pages if more space	e is required. Date	

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY T2.2 Returnable Schedules

T2.2.12 Key Personnel/Project Team

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

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

		ity	Summary of		HDI	NQF 5
Designation	Name of Nominee	Nationality	Qualifications	Experience and Present Occupation	Status Yes/No	Certified Yes/No
Site Agent						
Site Foreman						
Safety Agent						
Signed			Date			
Name			Position			
Tenderer						

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY T2.2 Returnable Schedules

CV Template

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

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

Site Agent

Name:		Date of Birth:	
Profession:		Nationality:	
Qualifications:			
Professional Registrat	ion Number:		
Name of Employer (fir	m):		
Current Position:		Years with Firm:	
Employment Record:			
Experience Record Pe	rtinent to Required Servi	ice:	
Related Project:			
Delete d Ducinet			
Related Project:	_		
Related Project:			
Certification:			
		owledge and belief, this da	ta correctly describes me, my
Signature of person named in	 า the schedule		Date
Municipality		Municipality	
Municipality 2		Municipality 2	
Municipality 3	i	Contractor	ĺ

CV Template

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

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

Site Foreman

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 Re	quired Service:	
Related Project:		
Deleted Decised		
Related Project:		
Related Project:		
-		
Certification:		
I, the undersigned, certify that, to the bequalifications and my experience.	est of my knowledge and belief, this o	data correctly describes me, my
Signature of person named in the schedule		 Date
Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY T2.2 Returnable Schedules

CV Template

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

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

Safety Officer

Name:		Date of Birth:	
Profession:		Nationality:	
Qualifications:			
Professional Registration	on Number:		
Name of Employer (firm	ı):		
Current Position:		Years with Firm:	
Employment Record:			
Experience Record Per	tinent to Required Service	ce:	
Related Project:			
Related Project:			
Related Project:			
,			
Certification:			
		wledge and belief, this data	correctly describes me, my
Signature of person named in a	the schedule		Date
Municipality 1		Municipality 2	
Municipality 3		Contractor	

Schedules

T2.2 Returnable

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 email 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 PROJECT 1:	CONSULTING ENGINEER (name, tel no and email)	NATURE OF PREVIOUSLY	WORK	CARRIED	OUT	VALUE WORK	OF	YEAR OF COMPLETION	COMPLETION CERTIFICATE
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:			

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

Schedules

T2.2 Returnable

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:				

Municipality 1	Municipality 2	
Municipality 3	Contractor	

T2.2.14 Financial Capacity

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

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

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

BANK DETAILS

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

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

Initials & Surname	Authori	Authorized Signatory			Date (yyyy/mm/dd)			
Account Holder								
Bank								
Branch								
Branch code								
Account Number								
Type of Account: Chec	que Account⊡ Transm	nission Account 🗌	Saving Ac	count 🗌 (Other			
Tender Amount R	Construc	Construction Period: (m			nonths)			
To be completed by th	<u>e Bank</u>							
Initials & Surname (Ba	ınk Official) Signatu	ure (Bank Official)		Date				
		Date Stamp o	f Bank Certifi	ed as Corre	<u>ct</u>			
Telephone Number (Ba	ank Official)							
Bank Code based on Tonstruction Period	Γender Amount &							
Municipality 1		Municipality	/ 2					
Municipality 3		Contractor						

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY T2.2 Returnable Schedules

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) 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) 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

Schedule of Proposed Sub-Contractors

Type of Work to	% of	Name of Sub-Contractor	Previous Experience with Sub-	CIDB
be used for	contract		Contractor	Grading
Total % of contract			Total contribution of H	DI ownersh
sub-contracted				
Signed		Date		
Name		Position		
Tondoror				
i enderer				

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

T2.2.16 Rates for Special Materials

Tenderer to Specify

SPECIAL MATERIAL	UNIT*	RATE OR PRICE FOR THE BASE MONTH

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

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

Signed	Date	
Name	Position	
Tenderer		

Municipality 1	Municipality 2	
Municipality 3	Contractor	

T2.2.17 Certificate of Ter	nderers Attendance at the	Clarification Meeting			
This is to certify that I, (na	This is to certify that I, <i>(name in print)</i> ,				
Representative (Tenderer)			of		
of (address)					
Telephone number					
Fax number					
visited and inspected the S	Site / Attended Clarification	Meeting on (date)			
in the company of (Engine	er/Engineer's Representativ	ve)			
STATE OF TEMPER					
SIGNATURE OF TENDER	(ER'S REPRESENTATIVE:				
M. atabasis A		M. chickette O	T		
Municipality 3		Municipality 2			

T2.2.18 Tax Clearance Certificate

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY T2.2 Returnable Schedules

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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

I, the undersigned,	
Full name and surnam	
Identity number	
	th as follows: his statement are to the best of my knowledge a true reflection of the facts. / director / owner of the following enterprise and I am duly authorised to act on its
Enterprise Address	
The enBasedFinanci	under oath that: erprise is% black owned; erprise is% black women owned; on the management accounts and other information available for the I year, the income did not exceed R 10 000 000.00 (ten million rands); confirm in the table below the B-BBEE level of contributor, by ticking the applicable
100% Black owned	Level One (135% B-BBEE procurement recognition)
More than 51% black	wned Level Two (125% B-BBEE procurement recognition)
Less than 51% black of	vned Level Four (100% B-BBEE procurement recognition)
I know and und and consider th in this matter.	empowering supplier in terms of the DTI Codes of Good Practice. rstand the contents of the affidavit and I have no objection to take the prescribed oath oath binding on my conscience and on the owners of the enterprise which I represen vit will be valid for a period of 12 months from the date signed by the commissioner.
	Deponent Signature
	Date:
Commissioner of Oaths Signature and Stamp	
Municipality 1	Municipality 2
Municipality 3	Contractor

Municipality 3

MOGALE CITY LOCAL MUNICIPALITY TENDER NO: IEM (P) 02/2022 TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

		T2.2 Retur	nable Schedul	es
C2.2.20 B-BBEE Certification				
Tenderers Company Name				
B-BBEE Level				
Expiry Date				
A copy of the B-BBEE Certifeturnable schedules.	icate must be attached in the			with all the
Signed	Date			
Name	Position			
Tenderer				
Municipality 1	Municipa	ality 2		

Contractor

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		
0	Date	
Signed	Date	
Name	Position	
Tenderer		
Г		
Municipality 1	Municipality 2	
Municipality 3	Contractor	

T2.2.22 Municipal Accounts

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

Tenderers Company Name		
Municipal Account Holder		
Account Holders Position in Company		
Municipal Account Number		
Stand number		
	_	
Signed	Date _.	
Name	Position	
Tenderer		

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY T2.2 Returnable Schedules

ATTACH THE CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION SUMMARY REPORT

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY **T2.2 Returnable Schedules**

T2.2.23 Occupational Health and Safety Questionnaire

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MOGALE CITY LOCAL MUNICIPALITY TENDER NO: IEM (P) 02/2022 TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY **T2.2 Returnable Schedules**

2.3	Are all employees (including sub-contractors) instructed as to the application of rules and regulations?				
2.4	Does this training include the selection, use and care of personal protective equipment?				
2.5	What refresher training	is provided and at what in	itervals?		
	Please list examples.				
	Course Title	Target audience	Interval		
2.6	Has the person(s) alloc	ated as your SHE advisor	followed specific SHE training?		
	Please list most recent	courses.			
	Does this include refres	sher 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	u.		
3.3	Is there record of inspe	ction?			
	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 SI	HE competence of all sub-	contractors?		
		is is achieved and how the			
4.	SHE INSPECTIONS			YES	NO
4.1	Are periodic work inspe	•	ine supervisors or your General		

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MOGALE CITY LOCAL MUNICIPALITY TENDER NO: IEM (P) 02/2022 TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY **T2.2 Returnable Schedules**

4.0	A			
4.2	Are records of these inspections kept and ava	allable?		
4.3	During the inspections, are supervisors requir	red to check that safety rules and		
	regulations (including personal protective equ	ipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and monitored?	remedial actions formally		
	Please provide examples of the above.			
5.	RULES AND REGULATIONS		YES	NO
5.1	Do health and safety rules and regulations ex contractors?	ist for personnel and sub-		
	Do these cover:			
	General rules		1	
	Project rules		1	
	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 be	een used.		
5.4	Do you have a formal company guideline for I safety meetings with the client?	nolding pre-contract health and		
6	RISK MANAGEMENT		YES	NO
6.1	Have the following, involved in the execution			
	 Hazards affecting health and safe The groups of people who might be 			
	Ine groups of people who might be End evaluation of the risk from each			
	Whether the risks arising are adec			
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	e equipment issued?		
	Process/Risk	Type of PPE	1	1

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MOGALE CITY LOCAL MUNICIPALITY TENDER NO: IEM (P) 02/2022 TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY **T2.2 Returnable Schedules**

6.5	Do you have a copy of the issue lists for PPE available on request?		
7	EMERGENCY ARRANGEMENTS		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		

Municipality 1	Municipality 2	
Municipality 3	Contractor	

		YEAR 1	YEAR 2	YEAR 3	YEA	AR 4	YEAR 5
Lost tii	me accidents per 100 employees						
Major/	Reportable injuries per 100 employees						
Number of dangerous occurrences							
Lost man day due to accidents							
10.	HEALTH AND SAFETY COMMUNICA	TION AND C	ONSULTAT	ΓΙΟΝ		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/camp	aigns?					
	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	
Signed	Date
Name	Position
Tenderer	

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C1: AGREEMENTS AND CONTRACT DATA

Municipality 1	Municipality 2	
Municipality 3	Contractor	

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.1.1 Form of Offer

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

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

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

Tender No : IEM (P) 02/2022

Description of Work: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

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: **DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY.** I/We offer to construct, complete and remedy any defects in the said Works in conformity with the General and the Special Conditions of Contract, Specifications, Drawings and Schedule of Quantities, save as amended by Alterations by Tenderer (if any) attached hereto, for the sum of:

Description	Tendered Amount	VAT @ 15%	Amount (Incl. VAT)
DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY.			

or such other sum as may be ascertained in accordance with the terms of the contr	act.
Our proposed construction period as from site handover:	
	Construction Period

In words R.....

Description	Construction Period (4 months) as and when required
DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY	required

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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MOGALE CITY LOCAL MUNICIPALITY TENDER NO: IEM (P) 02/2022 TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2FOR MOGALE CITY LOCAL MUNICIPALITY

			C1.	1 Form of	Offer and Acceptance	
_	The Construction /Per	formance Guarantee that I/V	Ve propose is:			
	From (Insurer Name)*1 *1 – Letter of Intent to be provide	1ed				
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	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.	if the funds necessary current financial year;	that Mogale City Local Municy to cover the total envisage Mogale City Municipality has nt to comply with the available	ed expenditure of the right to redu	f the tend	er are not available for the	
11.	I/We declare that I/We person regarding this of	e have no participation in a or any other tender.	ny collusive prac	ctices with	any tenderer or any other	
12.	2. 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 t	his contract.			
	Name (Print)			WITNES	SSES	
	Capacity					
	Signature					
	Name of Company					
	Date			Bate		
М	unicipality 1		Municipality 2			
М	unicipality 3		Contractor			

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	N/A
Address of Contractor	1.1.19	
Amount of Suretyship/ Construction Guarantee	8.6	10% of the contract value excluding contingencies and VAT
Time within Construction Guarantee to be provided	5.3.2	14 days after Letter of Acceptance at time of Site Handover
Duration of Guarantee	8.2.1	Until issue of Certificate of Completion
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	Not required
Minimum Amount of Liability Insurance	8.6.1.3	R2 000 000-00
Daywork allowances	6.5.1.2.3	* per cent on the gross remuneration of the workmen and foreman actually engaged. * 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 and Youth Day
Estimated Construction Period	5.1	weeks (Max 16 Weeks) (Working Week = Monday to Friday)
Amount of penalty	5.13	0.05% of the contract amount per calendar day to a max of 10% of the contract amount.
Percentage advance on material not yet built into the Permanent Works	6.10.1.5	80 percent
Percentage retention	6.10.3	10 percent
Limit of retention money	6.10.3	10 percent of tender amount (excl VAT & contingencies & escalation if applicable) to be deducted from each payment certificate
Retention Money Guarantee	8.6.1.5	Not permitted

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2FOR MOGALE CITY LOCAL MUNICIPALITY C1.1 Form of Offer and Acceptance

	Clause in GCC 2015			
Delivery of Contractor's final	6.10.8	Within 14 days after certified date of completion of		
Statement		Works		
Defects Liability Period	7.8	12 (twelve) months		
Settlement of disputes to be by reference	10.7	Arbitration - Refer to clause Special Conditions of Contract		
Contract Price Adjustment Schedule (only applicable to contracts of 12 months and longer)	6.8.2	Contract Price Adjustment Schedule (SAFCEC) Coefficients for calculating Contract Price Adjustment Factor: (Refer to Contract Data)		
		x = 0,10 (General Engineering Works Routine) aLt (Labour)= 0,35 bPt (Plant) = 0,05 cMt (Material) = 0,55 dFt (Fuel) = 0,05 (Civil Engineering as per SEIFSA indices)		
Price variation of Special Materials	6.8.3	As per Schedule		

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2FOR MOGALE CITY LOCAL MUNICIPALITY
C1.1 Form of Offer and Acceptance

C1.1.3 Form of Acceptance

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

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

1.	We in our capacities a	is:					
	<u>Department</u>	<u>Name</u>			Signatur	<u>e</u>	
	Executive Manager Infrastructure Services	s					
	cept your tender unde DGALE CITY LOCAL MU						
2.	An official order/ Lette	r of Appointmen	t indicating c	delivery i	nstructions are forth	ncomi	ing.
3.	I undertake to make particle conditions of the control Certificate.						nce with the terms and anied by the Payment
	Description				alue (Incl. VAT) rrect Tender Amour	ot)	Construction Period 4 Months
	DEVELOPMENT OF CEMETERY PHASE MOGALE CITY LOC MUNICIPALITY	2 FOR	(Anumeu	cally CO	nect render Amour	π)	4 IVIOIILIS
NΑ	I confirm that I am duly GNED AT ME (PRINT) GNATURE				ON	١	
O	FFICIAL STAMP				WITNESSES		
					1		
of	e tenderer shall within to deviations (if any), cont delivery of any bonds, o	act the Employe	er's agent (w	hose det	tails are given in the	e Con	tract Data) to arrange
N /	lunicipality 1			Musicis	polity 2		
	lunicipality 1			Municip Contrac	-		

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2FOR MOGALE CITY LOCAL MUNICIPALITY
C1.1 Form of Offer and Acceptance

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

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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	 	
•		
Details	 	
Municipality 1	Municipality 2	
Municipality 3	Contractor	

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 Tendere	er:				
Signature(s)					
Name(s)					
` ,					
Capacity					
Capacity					
Name and	(name a	nd address of organisation)			
	(Hallie a	nd address of organisation)			
Signature of				Date:	
Witness				Dato:	
F (b F					
For the Employ	er:				
Signature(s)					
Name(s)					
` '					
Consoitu					• • • • • • • • • • • • • • • • • • • •
Capacity					
		•••••			
Name and	(name a	nd address of organisation)			
Signature of					
Witness				Date:	
Municipality 1			Municipali	tv 2	
ariioipaiity 1		1	Mariopan	·, -	
Municipality 3			Contracto	r	

PART C1: AGREEMENTS AND CONTRACT DATA

C1.2 Contract Data

C1.2.1 Part 1: Data Provided by the Employer

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

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

REFERENCE TO:	CLAUSE	DATA			
Contractor	1.1.1.9	Name:			
		Address:			
		Contact:			
Contract Sum	1.1.1.10	Contract Sum" mea	ans the Price tendered by the Contractor and accepted al Municipality		
Employer	1.1.15	The name of the Emp	oloyer is Mogale City Local Municipality		
	1.2.1	The address of the Employer is:			
		Address (physical):	Corner Commissioner and Market Street		
		Address (postal):	Krugersdorp P.O. Box 94		
			Krugersdorp 1740		
		Telephone: Facsimile:	(011) 951 2589 (011) 951 1440		
		e-mail:	Thapelo.Motshoane@mogalecity.gov.za		
Engineer	1.1.16	Name			
	1.2.1				
		Address (physical):			
		Address (postal):			
		Telephone: Facsimile:			
		e-mail:			

Municipality 1	Municipality 2	
Municipality 3	Contractor	

REFERENCE TO:	CLAUSE	DATA		
Functions of the Engineer	3.1	If the Engineers is not the Mogale City Local Municipality , he is in terms of the appointment by the Employer, required to obtain the specific approval of the Employer for the execution of the following duties: i) The issuing of an order to suspend the progress of the Works, the extra corresulting from which order is to be borne by the Employer in terms of Claus 5.10, or the effect of which is liable to give rise to a claim by the Contract 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 6.4 iii) The approval of any claim by the Contractor.		
Contractor's	4	Add to the clause:		
General Obligations		"All costs in complying with the provisions of complying with Clauses 4.8; 4.9; 4.10 and 4.11 shall be allowed for in the rates tendered"		
Workmen's Compensation	4.3	The Contractor shall also provide proof, that he has paid al contributions required in terms of the provisions of the Act.		
Labour costs	4.3	The following minimum labour rates must be used as set by Mogale City Local Municipality: 1. Unskilled labourer - R180 / person / day 2. Semi-skilled labourer - R207 / person / day 3. Skilled labourer - R265 / person / day 4. CLO - R5000 / month cell phone allowance included Labour outside the EPWP is subject to prescriptive of the SAFCEC TARIFFS. It is the Tenderer's responsibility to verify the latest labour rates and any anticipated cost increases.		
Subcontracting	4.4	Add the following: The Employer may, in order to avoid seizure by the owner, material supplier, subcontractor, at the Employer's option, pay to such owner, material supplier, subcontractor, the amount of any overdue instalment, or any other sum payable under the agreement for purchase or services, and, in the event of so doing, any amount so paid by the Employer shall be a debt due from the Contractor to the Employer, and may be deducted by the Employer from any money due, or that may become due, to the Contractor in terms of the Contract, or may be recovered by the Employer from the Contractor by law. The Retention money due to the Contractor will not be payable to the Contractor until all works are completed as per GCC 2015 and will only be paid to the Contractor once all cession, suppliers and subcontractors and any other payments due has been paid in full		
Patent Rights	4.6	The following Sub-clause is added to Clause 4.6: "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."		

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MOGALE CITY LOCAL MUNICIPALITY TENDER NO: IEM (P) 02/2022 TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY **C1.2 Contract Data**

REFERENCE TO:	CLAUSE	DATA
Contractor's Employees	4.10	It is a specific condition of this Tender that the Contractor must employ all unskilled labour from the local communities and as many as possible skilled labour.
		The requirement that all unskilled labour must be obtained from the local communities does not relieve the Contractor of any of his responsibilities under this clause.
		Add the following to the clause: "The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
		The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more. Proof of compliance will be required from the Contractor prior to the submission of the final payment certificate.
		All Supervisory Staff of the contractor will be in possession of an associated NQF qualification or certification from an accredited training institution. (Minimum NQF level 2 for supervisory personnel i.e team leaders and safety officer and Project Manager NQF 5). Where personnel are found not to be competent as per their qualification the personnel will be replaced on request of the Engineer/Project Manager.
Community Liaison Officer (CLO).	4.8.1.2	A CLO will be appointed by the Contractor for the contract and will be paid by the Contractor on a monthly basis. (An amount of R5 000-00 per month) (Basic salary = R4705, plus a R295 cellphone allowance). (To be confirmed & adjusted prior to commencement of project)
		The CLO will be responsible for liaison between the contractor and community, with regard to labour, access, safety, etc.
Contractor's Superintendence	4.12	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.
		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."
Commencement of the contract	5.2	"Commencement Date" means the date of receipt by the Contractor of the following: 1. Handover of Site

Municipality 1	Municipality 2	
Municipality 3	Contractor	

REFERENCE TO:	CLAUSE	DATA	
Commencement of Works	5.3	Within 14 days of Commencement Date On the commencement of Work (Site Handover) the Engineer shall deliver to the contractor 3 copies of the drawings. One copy of the signed contract document will be prepared after signing of the contract and delivered to the contractor to be kept on site at all times and be available to the Engineer or any person authorized by him.	
		Additional copies of Drawings and Contract document will be for the cost of the Contractor.	
		The Contractor shall, in accordance with the Engineer's instructions, maintain a register on the site of all Drawings and revisions thereof in the chronological order in which they are delivered to him.	
		Add to the Clause Commencement of Work will only take place once the following documentation we submitted to the office of the Consulting Engineer: Letter of Acceptance Construction/Performance Guarantee Health & Safety File Letter of Appointment of OHS Rep or Officer Letter of Good Standing Workman's Compensation	
		Prove of submission of Registration of Project at Department of Labour 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	
Access to the Site	5.4	Site Handover Certificate to be given at Time of Site Handover.	
		Add the following: The Contractor shall as far as possible, confine his operations to the limits of the areas made available to him by the Engineer, but if the land is insufficient for the needs of the work, the Contractor shall make his own arrangements with the owners or tenants concerned for whatever additional land he may require and pay all rent and other charges in connection therewith. The Contractor shall be responsible for all damages and shall indemnify the Employer against all claims which may arise.	
		Add to the clause: 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.	
Programme	5.6	Within 7 days from date of Site Handover.	
Special non-working days	5.8.1	The period 16 December to 5 January inclusive, plus Good Friday, Human Rights Day, Freedom Day, Workers Day and Youth Day	

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MOGALE CITY LOCAL MUNICIPALITY TENDER NO: IEM (P) 02/2022 TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY **C1.2 Contract Data**

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA	
Penalty for Delay	5.13	To a maximum of 0.05% of the appointed amount per calendar day to a max of 10% of the certified value of work.	
Completion	5.14	4 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 constructi 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 rat must be accepted by the Engineer in writing prior to execution, in order to accepted. Special reference will be given to the tendered rates and the wi 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	

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MOGALE CITY LOCAL MUNICIPALITY TENDER NO: IEM (P) 02/2022 TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY **C1.2 Contract Data**

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 I the statement are owned by the Contractor, accompanied by proof of ownership. The ownership of materials shall be transferred to the Employer in accordance with the pro forma "Transfer of Rights" bound in as an annexure to these Special	
		Conditions of Contract".	
Contract Price Adjustment (Only applicable to	6.8.2	The following values for the different factors are to be used as per SAFCEC guidelines:	
contracts of 12 months and longer)		x = 0,10 (General Engineering Works) aLt (Labour)= 0,35 bPt (Plant) = 0,05 cMt (Material) = 0,55 dFt (Fuel) = 0,05	
		(Civil Engineering as per SETFSA)	
Materials on Site	6.10.1.5	80% (Delivery Notes and Tax Invoices to be provided)	
Claims Procedure	6.10.4	A strict interpretation is given to the time limits and procedures given in these clauses and any claim, which does not strictly comply with these requirements, will not be considered.	
Retention Money	6.10.3	No interest will be paid on retention money	
Retention Guarantee	6.10.3	A Retention Guarantee is not acceptable Add to the clause: 10% Retention will be deducted from each payment certificate. Retention will be reduced to 5% once Practical Completion Certificate is issued for the work.	
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 mutandes be subject to the provisions of the Clause hereinbefore contained. The Contractor shall ensure that the foregoing provision will be inserted in all sub-contractors. 	

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY C1.2 Contract Data

REFERENCE TO:	CLAUSE	DATA	
Quality of materials and workmanship	7.2	Add to the Clause: "The source of supply of all materials including all stone, sand, gravel or soil or any other natural material required in the execution of the Works shall be located by the Contractor. No material shall be used until it has been approved by the 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	R2 000 000 per claim, claims unlimited	
Termination of Contract	9.1	In addition if the contractor fails to adequately protect the existing works / infrastructure against damage and thereby unduly endanger the Works – the employer may cancel the contract and recover damages and losses.	
Dispute Resolution	10	Adjudication, Arbitration and the Court will be acceptable dispute resolution mechanisms	

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

(The 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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY
C1.2 Contract Data

C1.2.2 Part 2: Data Provided by the Contractor

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

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

CLAUSE	DATA				
1.1.9	The Contractor is.				
	Name:				
1.2.1	The address of the Co Address (physical): Address (postal):	Address (postal): Felephone: Facsimile:			
	Telephone: e-mail:				
6.5.1.2.3	The percentage allow	ance to cover overhead charges is			
1.1.1.14	The Works are to be o	completed within days / weeks / months			
6.8.3	The variations in the p Type of special mate	rice of special materials: rial	Unit	Rate or price	

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY
C1.2 Contract Data

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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY
C1.2 Contract Data

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.			
"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:

Municipality 1	Municipality 2	
Municipality 3	Contractor	

- 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 regarding 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 herby 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: IEM (P) 02/2022

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):	
Ca	pacity:	

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY
C1.2 Contract Data

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, compliant or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charges.
- e) The Employer recognizes the right of each employee to work safely in a healthy environment under decent human conditions. Each employee has the right to return home safely and healthy to his home and family after each day's work.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: IEM (P) 02/2022

I)	work should not be done at the expense of human safety of 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 N	logale City Municipality	Date	
Witnesses	1	2	
For The Contra	actor	Date	
Witnesses	1	2	

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY C1.2 Contract Data

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)		·	agent:		
3.(a)	Name and postal a	address of designer(s) for th	ne project:		
(b)		of designer(s) contact perso	on:		
4.(a)	Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1).				
(b)			supervisors on site appointe		
5.	Exact physical add	dress of the construction sit	e 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.				
NA: .:	ain ality d		Municipality C		
	cipality 1		Municipality 2 Contractor		
iviuiil	Municipality 3 Contractor				

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

				C1.2 Contract Data
10.	Planned number of	Planned number of contractors on the construction site accountable to principal contractor:		
11.	Name(s) of contra	actors already chosen.		
	Principal Contract	or	 Date	
	Client		Date	
	DOCUMENT IS TO OMMENCEMENT O		THE OFFICE OF THE DEPA	ARTMENT OF LABOUR PRIOR
	CIPAL CONTRACTO			DO SO EVEN IF ANOTHER O THE COMMENCEMENT OF
Mun	nicipality 1		Municipality 2	
Mun	nicipality 3		Contractor	

TENDER NO: IEM (P) 02/2022

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

Wh	iereas			(the Contractor)			
*Co	ompany Registration No):					
Ado	dress:						
*Pa	artnership, *Close Corpo	with limited liability according oration, * Public Company (her in his capacity as	reinafter called the contra	ctor), represented herein by			
arti		olution, power of attorney, or o					
		e following arrangements ar liance with the provisions of th					
a)		akes to acquaint the approprist of the EMP, the regulations a					
b)		akes that all relevant duties, ons of the duly authorized Er blied 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)		e obliged to report forthwith in wharge which may arise as a cons of this Contract.					
 Foi	r The Contractor		Date				
Wit	tnesses 1		2				
	lunicipality 1		Municipality 2				
ιM	lunicipality 3	. (Contractor				

C1.3.4 Bond for Material	on Site		
Contract No:			
Employer:			
Contractor:			
Description of Contract:			
do hereby bind ourselves a the ownership of material expected to pay a third pa Contractor as per clause expenses that may be su renouncing all benefits from all other exceptions which	as surety and co-principal of for some reason or other arty to obtain ownership of 62(1)(b) of the general confered or incurred by the management of the legal exceptions ord might or could be pleaded tions we declare ourselve	debtors in solidum for compecannot pass to the Employer f material in spite of the factonditions of contract, and for Employer as a result of principal principal procession of the factorial processi	ensating the Employer where er, or the Employer by law is t that the Employer paid the or all losses, damages, and ayment for material on site, ionis "no value received" and guarantee, with the meaning ovided that the liability of the
lapse on the issue of the country by the Employer before issue in which event this guarant	ompletion certificate in terrue of the said certificate of tee shall remain in force un	. (Rms of the Contract, unless th his intention to institute claim ntil all such claims are paid o) and will ne surety is advised in writing as and the particulars thereof, or settled.
For and on Behalf of			(Surety)
Capacity Full Address:			
As Witnesses:			
1			
2*Delete whichever is inapp			
Municipality 1		Municipality 2	
Municipality 3		Contractor	

C1.3.5 Ownership of Ma	terials		
Contract No:			
Employer:			
Contractor:			
Description of Contract:			
it is hereby confirmed th	at, although materials	in terms of clause 6.4.1 of the get may have been supplied on c elivered will vest with the Contrac	redit to the above named
		elivered on site or any authorize of clause 8.6.1 of the said genera	
For and on Behalf of			(Surety)
AT	on this	day of	20
Capacity			
Full Address:			
As Witnesses:			
1			
2			
Signature Signatories for companies board of directors, duly sig		uthority by attaching a copy of th form.	ne relevant resolution of the
Municipality 1		Municipality 2	
Municipality 3		Contractor	

MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C2: PRICING DATA

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

C2.1 Pricing Instructions

PART C2: PRICING DATA

C2.1 Pricing Instructions

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

Name of tenderer	Tender number: IEM (P) 02/2022	

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

Supply, Delivery & Construction/Installation AND OR Commissioning of:
 Works as detailed in the Scope of Work and priced in the Schedule of Quantities included hereafter
 for DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR 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

Mrs. Maropeng Mokhatla Supply Chain Management KRUGERSDORP Tel: 011 951 2541

Or

For Technical Information: Lovemore nambviluwa Tel: 011 951 2589 072 233 8829

George Malotane Tel: 011 951 2588 071 860

Municipality 1	Municipality 2	
Municipality 3	Contractor	

Preamble to Schedule of Quantities

- 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

Where minimum labour intensity is specified by the design the contractor is expected to use their initiative to identify activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.

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 <u>not</u> 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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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.

Bidders who do not fill-in the pricing schedule will be disqualified. If a bidder intends not to charge the item the rate must be filled as 0.00, included or -.

<u>Please only complete rates and totals for those items that have entries in the quantity column – this include "rate only" items</u>

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

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

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

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

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

- 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)
m²	=	square meter	No	=	number
ha	=	hectare	%	=	per cent
m³	=	cubic meter	P C sum	=	prime cost sum
1	=	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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

C2.2 BILL OF QUANTITIES

Municipality 1	Municipality 2	
Municipality 3	Contractor	

Westhaven Cemetery Dention Pond Cost Estimate (Grassed Surface)

	Westhaven Cemetery Dention Pond Cost Estimate (Grassed Surface) SECTION 1: PRELIMINARY & GENERAL						
ITEM	SANS	LI	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
1	SABS 1200 A		SECTION 1: PRELIMINARY & GENERAL				
1.1	8.3		FIXED-CHARGES AND VALUE RELATED ITEMS				
1.1.1	8.3.1		Contractural Requirements	Sum	1		
	8.3.2		Establishment of Facilities on Site				
	8.3.2.1		Facilities for the Engineer				
1.1.2	PSAB-4.2		Survey Equipment	Sum	1		
1.1.3	1200AB-3.1		Name Board (1No.)	Sum	1		
1.1.4	PSAB-3.2		Office (Type 1)	Sum	1		
1.1.5	PSAB-3.2.2		Carports	Sum	Rate Only		Rate Only
	8.3.2.2		Facilities for the Contractor				
1.1.6			Office ,storage sheds and fencing (PSA-4.2)	Sum	Rate Only		Rate Only
1.1.7			Portable Latrines(PSA-8.3)	No.	Rate Only		Rate Only
1.1.8			Tools and Equipment	Sum	1		
1.1.9			Water Supply,Electric Power and Communications	Sum	1		
1.1.10			Access	Sum	Rate Only		Rate Only
1.1.11	8.3.3		Other Fixed-charge Obligations	Sum	Rate Only		Rate Only
1.1.12	8.3.4		Removal of Site Establishment	Sum	1		
1.2	8.4		TIME-RELATED ITEMS				
1.2.1	8.4.1		Contractural Requirements	Sum	1		
	8.4.2		Operation and Maintain of Facilities on site for the Duration of the Construction				
	8.4.2.1		Facilities for the Engineer				
1.2.2	PSAB-4.2		Survey Equipment	Sum	1		
1.2.3	1200AB-3.1		Name Boards	Sum	1		
1.2.4	PSAB-3.2		Office (Type 1)	Sum	Rate Only		Rate Only
1.2.5	PSAB-3.3		Carports	Sum	Rate Only		Rate Only
	Total Carried For	vard					

Municipality 1	Municipality 2	
Municipality 3	Contractor	

					SE	CTION 1: PREL	MINA	ARY & GENERAL
ITEM	SANS	LIC	DESCRIPTION	UNIT	QUANTITY	RATE		AMOUNT
1.2.6	Brought Forward PSAB-4.2	_	Survey Assistant (Approx. 4 hours/week)	hausa	64		_	
1.2.0	PSAB-4.2		Survey Assistant (Approx. 4 nours/week)	hours	64			
	SABS 1200A 8.4.2	.2 I	Facilities for Contractor					
1.2.7			Offices and storage sheds (PSA-4.2)	Sum	Rate Only			Rate Only
1.2.8			Portables latrines (PSA 8.3)	No.	2			
1.2.9			Tools and Equipment	Sum	1			
1.2.10			Water Supplies, electric power and Communications	Sum	1			
1.2.11			Access	Sum	Rate Only			Rate Only
1.2.12	8.4.3		Supervision for the Duration of Construction	Sum	1			
1.2.13	8.4.4		Company and Head Office Overhead Costs for the Duration of the Construction	Sum	1			
1.2.14			Survey "as-built" position and levels of all new and existing infrastructure	Sum	1			
1.2.15	8.4.5		Other Time-related Obligations	Sum	Rate Only			Rate Only
1.3	PSA-6		PROVISIONAL AMOUNTS BY ENGINEER					
1.3.1	PSA-6.1		Independent testing specified by the Engineer	P.Sum	1	R 50 000,00		50 000,00
1.3.2			Overheads,Charges and Profit on items 1.3.1 above	%	R50 000,00			
1.3.3	PSA-6.2		Provision for training	P.Sum	1	R 75 000,00		75 000,00
1.3.4			Overheads ,Charges and Profit on items 1.3.3 above	%	R75 000,00			
1.3.5	PSA-6.10		Provision for Community Liaison Officer@ R5000./month	P.Sum	1	R 20 000,00		R20 000,00
1.3.6			Overheads, Charges and Profit on Items 1.3.13	%	R20 000,00			
1.3.7	PSA-6.12		Provision for PPE	P.Sum	1	R 15 000,00	R	15 000,00
1.3.8			Overheads,Charges and Profit on Item 1.3.15	%	R15 000,00			
1.4	8.7		DAYWORKS					
1.4.1			Materials	P.Sum	1	R 10 000,00	R	10 000,00
1.4.2			Overheads,Charges and Profit on Item 1.4.1	%	R10 000,00			
1.4.3			Labour					
1.4.4			Skilled	h	Rate Only			Rate Only
1.4.5			Semi-Skilled	h	Rate Only			Rate Only
	Total Carried Forward							

Municipality 1	Municipality 2	
Municipality 3	Contractor	

					SE	CTION 1: PREL	MINARY & GENERAL
ITEM	SANS	LIC	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought Forward						
1.4.6			General Labour	h	Rate Only		Rate Only
1.4.7			Plant and Equipment	h	Rate Only		Rate Only
1.4.8			Crawler excavator(70-80kW)	h	Rate Only		Rate Only
1.4.9			Backhoe loader (50-60 kW)	h	Rate Only		Rate Only
1.4.10			Walk-behind vibrating roller	h	Rate Only		Rate Only
1.4.11			Compressor (175cfm),including hoses and breakers	h	Rate Only		Rate Only
1.4.12			Concrete Mixer (150-250 litre)	h	Rate Only		Rate Only
1.4.13			Water Pump (75mm),including suction and delivery hoses	h	Rate Only		Rate Only
1.4.14			Tipper trucks (6m³)	h	Rate Only		Rate Only
1.4.15			1 ton bakkie	h	Rate Only		Rate Only
1.4.16			Plate Compactor	h	Rate Only		Rate Only
1.4.17			220 Volt generator	h	Rate Only		Rate Only
1.5	8.8		TEMPORARY WORKS				
1.5.1	8.8.2		Deal with traffic	Sum	Rate Only		Rate Only
1.6			HEALTH & SAFETY				
			Compliance with the occupational Health and Safety Act(Act 85 of 1993) and applicable regulations(Construction Regulations, 2003),and the Employers Health & Safety Specification boundninto this document:				
1.6.1			Prepation of Health & Safety Plan	Sum	Rate Only		Rate Only
1.6.2			Provision of Health and Safety file	Sum	1		
1.6.3			Provision Construction supervisors	Sum	Rate Only		Rate Only
1.6.4			Provision of safety officer(full-time and registered with the SACPCMP as a Construction Health & Safety Practitioner)	Sum	1		
1.6.5			Health and Safety training	Sum	Rate Only		Rate Only
1.6.6			Provision of personal protective clothing and equipment(Contractors staff)	Sum	Rate Only		Rate Only
1.6.7			Provision of Safety fences, signs and barricades	Sum	1		
1.6.8			Provision for Special Security to prevent or deal with unrest caused by business forums and local subcontractors as well community unrest due to community.	P.Sum	1	R 200 000,00	R 200 000,00
	Total Carried to S	I I I I I I I I I I I I I I I I I I I	Overheads, Charges and Profit on items 1.6.8 above	%	R200 000,00		
	Total Carned to S	umma	ny				

Municipality 1	Municipality 2	
Municipality 3	Contractor	

	Westhaven Cemetery Dention Pond Cost Estimate (Grassed Surface)						
Item	Short Description	Unit	Quantity	Rate	Amount		
No	SECTION 2: CONSTRUCTION OF DETENTION PONDS						
2,0	Clearing and Grabbing	l					
2,1	Clear and grabbing	ha	2				
2,2	Removal and grubbing of large trees and tree						
	stumps						
2,2,1	Girth exceeding 1 m up to and including 2 m Girth exceeding 2 m up to and including 4 m	no	15 2				
2,2,2 23,0	Setting Out	no	4				
	Setting out of the pond perimeter and depth	sum	1 1				
4.0	Bulk Excavation	30	'				
	Excavate in all materials and dispose off on the existing cemetery site(within 10km)	m3	22375				
4,1,1	Extra over item 3,1						
4,1,1,1	Intermediate excavation	m3	1119				
4,1,1,2	Hard rock excavation	m3	2238				
4,1,2	Extra over item 3,1 for disposing of spoil material on at the cemetery	m3	22375				
	(within 2km)	١.					
	Extra over item 3,1 for temporary stockpiling	m3	22375				
5,0 5,1	Concrete Pipe Culverts 110.MM-450mm diameter Ogee class 75D on class C bedding		160				
5,1	Manholes, catchpits, precast inlet and outlet structures	m	100				
0,2	complete:						
	(i) Pond Stage Controlled Outlet Structure per manufacturers's detail	no	4				
5,3	Outlet Structure wingwall and riprap protection	no	4				
6,0	Earthworks						
6.1	Rip, Shape and Compact Cut Slopes to 93% proctor density @ -1% to 3% above						
0,1	moisture content	m2	14250				
6,2	150mm Thick sandy layers compacted to 95% proctor density @ -1% to 3% above						
	moisture content 150mm Thick G5 layers compacted to 98% proctor density @ -1% to 3% above	m3	1970				
6,3	moisture content	m3	1847				
6.4	150mm Thick f1 sand layer comapcted to 93% proctor density @ -1% to 3% above						
0,4	moisture content	m3	Rate Only		Rate Only		
6,5	150mm Thick F1 Filter sand layer comapcted to 93% proctor density @ -1% to 3% above moisture content	m3	Rate Only		Rate Only		
	150mm Thick G7 layer comapcted to 93% proctor density @ -1% to 3% above	ms	Rate Only		Rate Only		
6,6	moisture content	m3	5172				
6,7	GEO-MEMBRANE - 2mm Thick HDPE Seam Welded (Butt ot Similar)	m2	12931				
6,8	Clay soil	m3	5911				
6,9	Filter Diaphragm (3m height)	m	Rate Only		Rate Only		
7,0	Earthworks						
7,1	Hydroseeding	m2	18750				
8,0	Fencing	l	050				
8,1 8,2	Clear and Grub: 02 Stips. 2.0m wide Excavation: Trench excavation: Excavate by machine in all materials for	m m3	950 1140				
0,2	trenches, backfill, compact to 93% of MAMDD and dispose of surplus	liio i	1140				
	material for strip foundations						
8,3	Barbed wire fence: Supply and erection of new barbed wire fence	m	870				
	complete with foundations corner poles, main poes, intermediate poles,						
	tying wires, nailes and all other accessoires						
8,4	Gates: 6m length x 1.2m height farm gate (galvanised steel and mesh wire)	no	4				
9,0	Portable Water Pump: 42m3/hr max capacity, 5m-7m suction head and	no	1				
10,0	28m pump lift. Pump to be on a frame with wheel. Flexible Hose Pipe: 40m length 75-80mm flexible hose pipe		40				
10,0	r rexide 11032 Fipe. 4011 length 70-outlin llexible 11052 pipe	m	40				
	Total Carried to Summary						

Municipality 1	Municipality 2	
Municipality 3	Contractor	

tem No	Short Description	Unit	Quantity	Rate	Amount
110	COST ESTIMATE SUMMARY				
1	SECTION 1: PRELIMINARY & GENERAL				
2	SECTION 2: DETENION PONDS CONSTRUCTION				
3	SUB-TOTAL				
4	Contigencies @ 10%	%		10%	
5	SUB-TOTAL INCL. CONTIGENCIES				
6	VAT (15%)				
	TOTAL PROJECT COST ESTIMATE				

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MOGALE CITY LOCAL MUNICIPALITY



THE CONTRACT:

PART C3: SCOPE OF WORK

Municipality 1	Municipality 2	
Municipality 3	Contractor	

INDEX	PAGE NO
C3 SCOE OF WORK	
C3.1 DESCRIPTION OF WORKS C3.2 ENGINEERING C3.3 TARGETED PROCUREMENT C3.4 CONSTRUCTION C 3.5 LIST OF DRAWINGS C3.6 ALTERNATIVE DESIGNS	130 131 132 132 139 139
C3.7.1 PROJECT SPECIFICATION (PART 1)	140
C3.7.2 PARTICULAR PROJECT SPECIFICATIONS (PART 2)	160
C3.7.3 PARTICULAR PROJECT SPECIFICATIONS (PARTS 3)	177
C3.8 OCCUPATIONAL HEALTH & SAFETY	178

Municipality 1	Municipality 2	
Consultant	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL

MUNICIPALITY Part C3: Scope of Work

C3: SCOPE OF WORK

C3.1 Description of the Works

C3.1.1 Employers objectives

This tender is Development of Westhaven Cemetery Phase 2.

The following labour-intensive measures will be applicable:

- The optimum use of local labourers for sections of the works listed as Labourintensive.
- b) The maximum use of local tradesmen.
- c) The training of local labourers and tradesman in the execution of the work.
- d) All local labourers and tradesmen are to be employed through existing community structures and agencies.
- e) A Community Relations Officer (CLO) will be appointed from the community by Mogale City Local Municipality.
- f) Only key personnel of the Contractor will be allowed in the execution of the project. The names and qualifications of these personnel are to be stated in the CV template.
- g) The Supervisory Staff shall have completed NQF 2, 5 and 7 training courses as required for relevant seniority of supervision.
- h) Contractor must list all specialist subcontractors to be employed in SCHEDULE E2 (30% to be subcontracted to local based subcontractors.)

C3.1.2 Extend of Works

The work to be performed is within the jurisdiction of the Mogale City Local Municipality in Chamdor.

This tender is for the construction of detention ponds on the Development of Westhaven Cemetery Phase 2 consisting of the following;

Construction of 4 detention ponds,

Pond Name	Approx. volume (m3)
Pond 1	1813
Pond 2	2261
Pond 3	554
Pond 4	5299

- Installation of 950m of barbed wire,
- Installation of 4 farm gates,
- Provision of 1 portable water pump 42m3/hr max capacity,

Municipality 1	Municipality 2	
Municipality 3	Contractor	

Labour intensive methods will be applicable to all aspects of cons. Approximate quantities of each type of work are given in the Schedule of Quantities

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

C3.1.3 Location of Works

The site of the works is situated within the already established township, Chamdor within the jurisdiction of Mogale City Local Municipality.

The central coordinates are as follows:

Latitude : 26° 8'10.31"S
 Longitude : 27°49'17.05"E

C3.2 ENGINEERING

C3.2.1 Design Services and Activity Matrix

The responsibilities for design and related documentation are as follows:

DESCRIPTION	RESPONSIBILITY
Detailed design for construction	
As-built drawings:	
Provision of data and marked up drawings	Contractor
Preparation of drawings	Design Professional
Materials design	Design Professional
Testing of materials for final use in road layer works	Contractor

C3.2.2 Employers Design

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

Municipality 1	Municipality 2	
Consultant	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

Part C3: Scope of Work

C3.3 TARGETED PROCUREMENT

C3.3.1 Targeted 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. It is a requirement of this tender that 30% of the tender value must be subcontracted to a MOGALE based subcontractor.

C3.3.2 Subcontracting

As per GCC 2015- CLAUSE 4.4

Local Subcontracting (30% of tender value)

Should it be proposed to subcontract any part of the work covered by the Tender, full details shall be given, including the name of the proposed sub-Contractor (SCHEDULE E2). (An example of a subcontractor's agreement is attached with this tender.)

It is preferred that tenderers subcontract with local contractors, (to a minimum of 30%). A subcontractor's agreement shall be signed and a copy provided to the Consultants Agent to be kept on file. If for any reason this agreement is dissolved, a copy of the dissolution agreement must be provided by the Contractor and must be signed by both parties.

Cession supplier/ subcontractors

Cession suppliers and the subcontractors are subject to the discretion and approval of the Employers Agent. Only a duly authorized signatory may sign the Irrevocable Cession Agreement on behalf of the Contractor. Payment shall be deducted from each payment certificate until full payment is made to the cession supplier/subcontractor. The release of retention is subject to subcontractor and session supplier being paid in full. The responsibility rest with the contractor to provide suitable proof that full payment has been made in case of dispute. This proof of payment shall be signed by both parties.

C3.4 CONSTRUCTION

C3.4.1 Works Specifications

C3.4.1.2 Particular (Project) Specifications

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

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

C3.4.1.3 Certification by Recognized Bodies

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

C3.4.2 Plant and Materials

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY Part C3: Scope of Work

C3.4.3 Employment intensive Construction Works

The employer's objectives are to deliver public infrastructure and services using labourintensive methods in accordance with EPWP Guidelines

Labour-intensive works

Labour-intensive works comprise the activities such as those described in SANS 1921-5, Earthworks activities which are to be performed by hand, and its associated specification data. Such works shall be constructed using local workers who are temporarily employed in terms of this Scope of Work.

C3.4.3.1 Competencies of Supervisory Staff and Management

Established contractors shall only engage supervisory and management staff in employment intensive construction work who have either completed, or are registered for training towards the skills programme outlined in Table 1. Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2-unit standard.

All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for the NQF level 2-unit standards or NQF level 4-unit standards.

NQF level	Unit standard titles	Skills programme description
	Apply Labour- intensive Construction	This unit Standard
		must be completed
	Methods to Construct and maintain Water	Any of these 3 units
2	and Sanitation Services	standards
	•	
	- 11 - 11 - 11 - 11 - 11 - 11 - 11 - 1	This unit Standard
	System and Techniques	must be completed
	Use Labour-Intensive Construction	
	Methods to Construct and maintain	
4	Roads and Stormwater Drainage Use	Any of these 3-unit
		standards
		Skills Programme
	Processes	against this single
5		unit standard
	level 2	Apply Labour- intensive Construction Systems and Techniques to Work Activities Use Labour-Intensive Construction Methods to Construct and maintain Roads and Stormwater Drainage Use Labour-Intensive Construction Methods to Construct and maintain Water and Sanitation Services Use Labour-intensive Construction Methods to Construct, Repair and Maintain Structures Implement Labour-Intensive Construction System and Techniques Use Labour-Intensive Construction Methods to Construct and maintain 4 Roads and Stormwater Drainage Use Labour-Intensive to Construct and Maintain Water and Sanitation Services Use Labour -Intensive Construction Methods to Construct, Repair and Maintain. Manage Labour-Intensive Construction Processes

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

Part C3: Scope of Work

C3.4.3.2 Employment of unskilled and semi-skilled workers

General

It is the intention of the employer that this contract should make maximum use of the local labour force that is presently unemployed. Only the contractor's skilled key personnel may be used on the project.

Employment of local labour shall be targeted at the most needy within the beneficiary community, with women and youth forming a proportion appropriate to the nature of the project and the community. All labour must be sourced through the local channels as prescribed by the Councils labour policy.

To this end the contractor is expected to limit non—local employees to key personnel only and to employ and train local labour on this contract. The contractor shall fill in the Key Personnel form in the returnable schedules and state how many non—local key personnel he intends to employ. 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.

The contractor will be required to arrange his own documentation regarding a contract for locally employed labour and must include provisions for the Occupational Health and Safety Act (1993) and the Compensation for Occupational injuries and Diseases Act, and any amendments thereto.

C3.4.3.3 Wages

All labour shall be paid according to the rate determined by the employer and is subject to change by employer/ Government notification for a local labourer 's general worker's rate.

It will be expected from the tenderers to give a detailed breakdown/explanation of the basis on which labour-intensive rates have been calculated.

This is necessary to enable the employer to make the necessary "rate-adjustments" should minimum, wages be changed, via Government legislation, during the course of this contract. No payment will be made if work scheduled for labour intensive methods are done by machines, without prior approval by the engineer.

Where skills training is provided, provision shall be made at the agreed task rate for time spent on training, both on and off site. No claim whatsoever will be considered for unsatisfactory production of local labourers. The Contractor is required to keep detailed records of employment for each task-based worker and experience of each work will be entered into a log book.

Payment of the CLO, on a monthly basis, will be made by the contractor for the full duration of the contract.

C3.4.3.4 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 engaged strictly in accordance with prevailing legislation and SANS 1914- Part 5, Participation of Targeted Labour. The rate of pay as per the EPWP Guidelines otherwise as instructed by MOGALE City in terms of their Labour Policy (refer to Contract Data). The current rate of employment of local labour is as indicated in the Contract Data and the tenderer must allow for the adjustment of wage rates as per Government and Municipal Notice.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY Part C3: Scope of Work

The Tasks established by the Contractor shall be such that:

- 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 endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- i) 55% women;
- ii) 55% youth who are between the ages of 16 and 35; and
- ii) 2% on persons with disabilities.

C3.4.4 Specific provisions pertaining to SANS 1914-5

C3.4.4.1 **Definition**

Local labour: Refers to work that does not require a person to have received prior training related to the task to be performed and being able to operate to a satisfactory standard.

C3.4.4.2 Requirements and activities

Prospective tenderers must take note of the following:

- 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.
- People employed must receive suitable training to enable the employees to satisfactorily complete their respective tasks. An amount will be provided in the schedule of quantities for accredited training.

C3.4.4.3 Terms and conditions for the engagement of local labour

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

The contractor shall ensure that the CLO submits, on a monthly basis in the format required by the Municipality an attendance register of all the labour employed.

The report to be submitted no later than the 15' working day following the last day of the month and providing all information required in order to ensure that the employer can comply with compulsory reporting requirements, inclusive of proof of payment of UIF contributions.

C3.4.4.4 Variations to SANS 1914-5

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MUNICIPALITY Part C3: Scope of Work

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.

C3.4.5 Training of Local labour

The contractor shall, from the commencement of the contract, implement a structured progressive training programme.

The generic training will inter alia comprise, but not be limited to the following subjects:

Course Description	Estimated No. of Trainees	Estimated Duration (Days)
1. Flagmen		
2. Concrete handling, placing and finishing		

Training shall be at or by an approved accredited organization and shall be delivered by suitably qualified and experienced trainers. The tenderer shall provide with his tender full details of the structured training programme he intends to implement, which details shall include the following:

- (a) The name of the training institution and programme
- (b) The manner in which the training is to be delivered.
- (c) The numbers and details of the trainers

The Contractor shall be responsible for the provision of everything necessary for the delivery of the generic training programme, including the following:

- (a) A suitable venue with sufficient furniture, lighting and power.
- (b) All necessary stationery consumables and study material
- (c) Transport of the students (as necessary)
- (d) Providing coffee / tea and a meal at lunch every day of their training
- (e) Payment of wage to all trainees during the classroom training at a rate equal to the minimum wage as set in the Ministerial Determination for the Expanded Public Works Programme on an annual basis.
- (f) Relevant PPE required for the project works
- (g) Additional supervision of learners during the practical learning stages of the works. Wage for the leaners during this stage of the training will be paid through the outputs.

Generic training courses shall commence within one month of possession of site and be completed before the end of the contract period. The contractor's training programme shall be subject to the approval of the engineer, and the contractor shall if so instructed by the engineer alter or amend the programme and course content if a need is identified once the contract commences.

The Contractor shall keep comprehensive records of the training given to each student and whenever required shall provide copies of such records to the Engineer. At the successful completion of each course each student shall be issued with a certificate indicating the course contents as proof of attendance and completion.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

Part C3: Scope of Work

The cost of the formal training of targeted labour, will be funded by the employer. A minimum of three (3) quotations must be submitted from accredited training services providers.

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. An allowance equal to 100% of the task or daily rate shall be paid by the contractor to workers who attend formal training.

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, in so far as it is reasonably feasible taking due cognizance of the nature of the works to be executed at any given time, utilize trained workers on those aspects of the works for which they have been trained.

In service Training

The Contractor shall in addition to the structured (accredited) training as provided for implement an in- service training programme, from the commencement of the contract, in which the various skills required for the execution and completion of the works are imparted to the labourers engaged thereon, in a programmed and progressive manner. Labourers shall be trained progressively throughout the duration of the contract, in the various stages of a particular type of work.

- (a) Details of in-service training
 - (i) The contractor shall attach to applicable returnable form the basic details of his proposed in- service training programme, which details shall inter alia include the following:
 - the details of training to be provided
 - the manner in which the training is to be delivered
 - the number and details of trainers to be utilized.
 - (ii) The in-service training programme shall be submitted with the initial works programme. The progress in relation to this programme will be recorded monthly and attached to the site meeting minutes and payment certificate.
 - (iii) The contractor shall provide onsite, sufficient skilled and competent trainers to train all labourers engaged on the contract, in the various skills required for the execution and completion of the works. _
 - (iv) All labourers shall be remunerated in respect of all time spent undergoing training."
 - (v) Every worker engaged on the contract shall on the termination of his participation on the contract, be entitled to receive from the contractor, a certificate of service in which the following information shall be recorded:
 - the name of the contractor
 - the name of the employee
 - the name of the project/contract
 - the nature of the work satisfactorily executed by the worker and the time spent thereon
 - the nature and extent of training provided to the worker
 - the dates of service.
 - (vi) The cost of the above obligations shall be deemed to be covered by the sums and rates tendered for in the bill of quantities. The performance of the contractor in providing in-service training, shall be taken into consideration should the contractor fail to reach his CPG at the completion of the project.

(b) Lead time for training

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

Part C3: Scope of Work

The training of labour as specified shall, as far as possible, take place before commencement of each activity and the Contractor shall take into account in his programme the lead-time he requires for such training. All training herein specified shall be deemed to be a construction activity and a non-negotiable condition of the contract". All formal training is to be documented in terms of the National/ Provincial submission forms, and accompanied by an attendance register for the applicable days.

3.4.6 Generic employment-intensive specification

Scope

This specification describes the requirements for activities which are to be executed by hand - this is not a complete list and can be adjusted where work of a labour-intensive nature is identified:

The following suitably qualified and experienced trained employees are potentially available

- (i) Pipe Laying
 - Materials
 - · Lines, levels and profiles
 - Preparation of bedding
 - Pipe laying and jointing
 - Testing of pipes
 - Placing of fill blanket
 - Finishing/Compaction
- (ii) Compaction skills: Pedestrian roller
 - Knowledge of pedestrian roller
 - Soil types
 - Moisture content,
 - What is compaction
 - · Reasons for compacting
 - Specifications
 - Layer thickness
 - Compaction
- (iii) Team leader labour intensive construction
 - Planning and organizing
 - Problem solving
 - Motivation o
 - Leadership
 - Communication
 - Safety
 - · Compaction skills
 - · Small concrete works
 - Construction materials

Mechanical means of trench excavations will only be permitted for trenches over 1,5m deep or in non-pickable material (intermediate to hard rock material). Material must be classified by the Engineer or his representative before the use of plant. All backfilling will be done manually.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY Part C3: Scope of Work

C3.5 LIST OF DRAWINGS

Drawing No.	Title
P-02-02-19-CIV-TEN-RD-001	Detention Ponds Layout
P-02-02-19-CIV-TEN-RD-002	Detention Ponds Typical Cross Section

NOTE: Reduced Drawings are "FOR TENDER PURPOSES ONLY".

C3.6 DESIGNS AND DRAWINGS BY THE CONTRACTOR (ALTERNATIVE DESIGN)

The tenderer must also price the tendered design before submitting an alternative design.

Where the Contract entails preparation by the Contractor of designs and details of any work to be supplied, he shall submit to the Engineer a drawing or drawings giving full details, dimensions and particulars, together with all relevant information and erecting or operating instructions (if any). All such drawings shall be prepared in accordance with the Local Authorities and any related documents issued to the Contractor for such purpose.

Before commencing the work, the Contractor shall have obtained the Engineers signature on such drawings as contemplated in this Sub-Clause to signify that the Contractors design concept is acceptable to the MOGALE CITY LOCAL MUNICIPALITY. When any such drawing has been signed by the Engineer, it shall not be departed from in any way except with the written consent of the Engineer. The Contractor shall deliver to the Engineer the original transparency of any such signed drawing and erecting or operating instructions required in connection with any work to be carried out by the Contractor.

The Contractor shall be responsible for any error or deficiency in any drawings or documents supplied by him and for any loss, damage or expense arising out of such error of deficiency, notwithstanding that any such drawing or document may have been signed by the Engineer.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MOGALE CITY LOCAL MUNICIPALITY

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY

Part C3: Scope of Work

C3.7.1 PROJECT SPECIFICATIONS (PART 1)

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 Standardized Specifications, the provisions of the Project Specifications shall take precedence.

PART 1: GENERAL

PS1. CONTRACTS DETAILS

General

- Establishment of Contractor's camps and the moving of plant onto the site.
- Clearing and grubbing of the construction footprint.
- Security & Maintenance of campsite & campsite & all the construction works.
- Compile and submit for approval a detailed site safety plan and construction method statement.
- Compile and submit a quality management plans 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.

Specific to this tender

This tender is for the construction of PR2: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 consisting of the following works;

· Construction of 4 detention ponds,

Pond Name	Approx. volume (m3)
Pond 1	1813
Pond 2	2261
Pond 3	554
Pond 4	5299

- Installation of 950m of barbed wire,
- Installation of 4 farm gates,
- Provision of 1 portable water pump 42m/hr max capacity,

Municipality 1	Municipality 2	
Municipality 3	Contractor	

NB: This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract.

The Municipality further reserves the right to adjust the Scope of Works in relation to the available budget with the Preliminary & General Section to be adjusted pro-rata

Labour intensive methods will be applicable to all aspects of construction. Suitable work items are:

Stormwater

- Exposing and protection of existing services
- Excavating of trenches, over 1,5m deep to be excavated by machine.
- Laying of concrete on suitably prepared bedding.
- Backfilling and compacting of trenches, disposal of surplus soil.
- Reconstructing manholes that are disturbed.

This description of the Works is not necessarily complete and shall not limit the work to be carried out by the Contractor under this Contract. Approximate quantities of each type of work are given in the Schedule of Quantities.

PS2. CONSTRUCTION DOCUMENTATION REQUIRED

PS2.1 **Construction Programme**

The time limit for the submission of the programme is 7 days from Site Handover Date after commencement date. The Contractor to take cognizance of other contractors that maybe employed on the same project, coordinate, and plan works accordingly.

The programme 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 programme 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.
- Provision for float, time risk allowance, health and safety requirements and other procedures set out in the contracts.
- The dates when, in order to carry out the work in this contact, the Contractor will need acceptances (of drawings, designs 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 programme 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 programme, he shall submit a revised programme 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 granted extension of time.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

Proposal to increase the tempo of work must incorporate positive steps to increase production either by more 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 or to work according to the programme or revised programme 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 programme shall have no contractual significance other than that the Engineer will be satisfied if the work is carried out according to the programme. The said approval shall not limit the right of the Engineer to instruct the Contractor to vary the programme if necessary. The Contractor is also referred to Project Specifications PS3, PS4 & PS17 when he prepares this programme.

PS2.2 Safety File & Plan

Within <u>fourteen days</u> after award of the contract, the Contractor must submit a detailed Safety Plan in accordance with OHSA (Refers 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. The Contractor must also make provision for all local Sub-Contractors in his safety plan.

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 Personal & Other Protective Equipment (Sections 8/15/23 or the OHS Act)

The Contractor is required to identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions. Personal Protective equipment (PPE) should, however be the last resort and there should always first be an attempt to apply engineering and other solution to mitigating hazardous situations before the issuing of PPE is considered.

Where it is not possible to create an absolutely safe and healthy workplace the Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

It is further requirement that the said equipment be maintained by the Contractor, that he instructs and trains the employees in the use of the equipment and ensures that the prescribed equipment is used by the employee/s.

Employees do not have the right to refuse to use/wear the equipment prescribed by the Employer and , if it is impossible for an Employee to use or wear prescribed equipment through health or any other reason, the Employee cannot be allowed to continue working under the hazardous condition/s for which the equipment was prescribed but an alternative solution has to be found that may include relocating or discharging the employee.

The Contractor may not charge any fee for protective equipment by him/her but may charge for equipment under the following conditions:

- Where the Employee requests additional issue in excess of what is prescribed.
- Where the employee has patently abused or neglected the equipment leading to early failure

All employees shall, as a minimum, be required to wear the following PPE on the project:

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY Project Specification (Part 1)

- Protective overalls.
- Protective footwear.
- Protective headwear.
- Eye/face protection.

All PPE provided to local working on the Expanded Public Works Programme shall be branded in accordance with the EPWP CI Manual. Typical elements which shall be branded include:

- · Protective overalls.
- Reflective vests.
- Protective headwear.

Provision to be made for the CLO and all visitors.

The rate for local labour shall include for the supply of EPWP branded PPE in accordance with the Provincial EPWP specifications. The rate shall include the additional cost of the specified colours for the PPE and branding in accordance with CI manual.

PS2.3 **EPWP Requirements**

Keeping records.

Every Contractor must keep a written record of at least the following-

- (a) The worker's name and position;
- (b) Certified ID copies of all locally employed labour.
- (c) Signed Contracts between the Employer and the EPWP Participants.
- (d) Attendance Registers for the EPWP Participants.
- (e) Monthly Reporting Template as per EPWP requirements.
- (f) In the case of a task-rated worker, the number of tasks completed by the worker;
- (g) In the case of a time-rated worker, the time worked by the worker;
- (h) Proof of payments made to each worker.

The Contractor's payment certificate shall be accompanied by the labour information for the corresponding period in a format specified by the Employer. The Contractor's payment certificate will only be processed and submitted for payment to the Employer after all the information have been submitted. The labour returns shall be submitted as per the frequency and timeframes stipulated by the Employer on a monthly basis. The Contractor's payment certificate shall also not be paid until all pending labour information has been submitted.

It is required to submit on a **monthly** basis the following EPWP documentation in order to facilitate the submission of his payment certificate to the employment:

- 1. EPWP report in prescribed electronic format.
- 2. Data Collection sheet in prescribed electronic format.
- 3. Wage payment receipt for the CLO and local labourers employed.
- 4. Daily attendance registers for CLO and local labourers employed when at work.
- 5. CLO Report

The Contractor must also furnish the required <u>once-off</u> EPWP documentation as listed and as instructed by the Employer from time-to-time in compliance with governmental requirements:

- 1. Employment contracts for each Local Labourer.
- 2. Full-length colour photo of each Local Labourer.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

3. Certificate copy of ID of each Local Labourer.

Copies of the documentation are provided in the Annexures.

PS2.4 Site Instructed Book; Site Diary and Visitors Book

The Contractor must supply an A4 Duplicate Site Diary book. All entries to be dated consecutively and signed by the Site Agent and the Engineer or his representative and these instructions shall form part of the contact documentation. Only the Engineer will be allowed to remove pages from the site instruction book. While payment for this item is deemed to be included in the P&G items.

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

The Environmental Management Plan (EMP) for the site of the Works can be obtained from Mogale City Municipality. A copy of this EMP is included in this document (Annexure C).

The Contractor shall comply with all the requirements laid down in the EMP and the associated Record of Decision.

The Contractor shall acquaint his employees with the provisions, regulations, duties, obligations and prohibitions, and shall accept sole liability for due compliance with the duties, obligations and prohibitions and absolve the Employer from being obliged to comply with the aforesaid duties, obligations and prohibitions.

In case of failure on the part of the Contractor to comply with the requirements of the EMP the Employer shall be entitled to employ and pay other persons to carry out any remedial work to rectify any consequence resulting from the non-compliance by the Contractor and all cost consequent or incidental thereto shall be borne by the Contractor and shall be recoverable from him by the Employer.

If it is not practical to rectify any consequence resulting from the non-compliance of the Contractor with the EMP the Employer will be entitled to impose a penalty on the Contractor which penalty shall be in relation to the expense which the Contractor would have incurred to comply.

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

PS2.6 Registration of projects at Department of Labour

The Contractor must apply for a permit to do construction work at Department of Labour within 3 weeks (21 days). 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.

PS3 SITE FACILITIES AVAILABLE

PS3.1 Camp Site

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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

PS3.2 Water

Water for construction purposes can only be made available upon arrangement for the registered meter at the Mogale Dept. Of water and sanitation. A municipal account needs to be opened and paid accordingly by the Contractor. As only a single point of water source will be allowed per project, water must be carted to the point of usage.

<u>The provision for an on-site connection is not guaranteed</u>. In this instance the Contractor to make own arrangements. The Contractor must allow for the provision of potable drinking water to labour on site at all times.

Each appointed Contractor must make his own necessary arrangements with the Mogale City Local Municipality (open a water account) and pay the required fees and rates. Payment Certificates will not be processed if a Contractor's water usage accounts are in arrears for more than 60 days. Proof of payment must be submitted with each claim.

PS3.3 Electricity

As for water (PS 3.2)

PS 4 SITE FACILITIES REQUIRED

PS 4.1 Facilities for the Engineer

A separate chemical toilet will be required for the use of the Engineer and his representative a name board meeting the required standard must be erected and maintained. Payment for these items shall only be made once the keys to the fully equipped office are handed over to the Engineer and all items are supplied.

PS 4.2 **Sewerage**

Toilet Facilities must be constructed/provided in accordance with local authority requirements. Where a sewer connection cannot be provided, the Contractor must provide chemical toilets at the camp and on the different work fronts. Chemical toilets must be serviced regularly. No separate payment will be made for obtaining and distributing water, electricity and sewage, the cost of which will be deemed to be included in the tendered rates.

PS 4.3 Site Instruction Book

Please see no PS 2.4

PS 4.4 Laboratory facilities

Facilities for conducting density tests in the bedding and backfill, concrete cubes as well as the pressure testing of the pipelines an water tightness tests for the manholes, must be provided by an accredited commercial or in house laboratory approved by the Engineer as provided in SANS 1200.

All of the costs for testing and tests shall be deemed to be included in the tendered rates for each item. DCP oil testing equipment must be available on site at all times to control compaction effort on trench backfilling. Soil compaction tests and concrete cube testing may

Municipality 1	Municipality 2	
Municipality 3	Contractor	

be done by a commercial laboratory. Density tests shall be required on trench backfilling in addition to DCP control tests.

PS 4.5 Tender Notice Board (EPWP Signboard)

The Contractor will be required to erect a signboard displaying EPWP logo, indicating that this project is part of the EPWP. All costs related to the provision, erection and subsequent removal of the signboard shall be refunded to the Contractor through the provisional sum included in the Schedule of Quantities for this purpose. The notice board shall be in accordance with the attached drawings and must be erected where indicated by the Engineer.

Please refer to Annexure D for the Construction Board template.

PS 4.6 Landline Telephone

Landline fax and telephone line not required. The Contractor must however provide suitable contact details for all his site personnel.

PS 4.7 Rain Gauge

The Contractor will be required to erect a rain gauge at the site office to record daily rainfall figures in the site diary book. The reading of the rain gauge shall be made at 08h00 of each working day for the duration of the contract.

The records shall be submitted weekly to the Employer's Agent (the Engineer) together with a statement recording the Contractor's opinion of the effect on his programme of any weather condition that he may consider to be abnormal. The Engineer shall adjudge the extent of the delays that are attributable to "abnormal climatic conditions" in terms of GCC 205 Clause 5.12 and Special Conditions of Contract. No separate payment shall be made for this item and it shall be deemed to be included in the other payment items.

PS 5. ASPECTS REQUIRING SPECIAL ATTENTION

PS 5.1 Site Maintenance & Security

Notice boards, signboards and advertisements shall be approved prior to erection on site. Trees, other than those to be removed for the Contract, shall be protected from damage. During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store material and equipment for which he is responsible in an orderly manner, and shall keep the site free from debris and obstructions. Each Contractor will be responsible for his own security at the campsite as well as the site of work for the full duration of the contract.

PS 5.2 Existing services

Civil engineering services are being constructed by other Contractors and the tenderer must take allowance to work alongside with these Contractor(s).

The services indicate 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 diary book. The availability of each service department shall not be guaranteed by the Client.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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

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

PS 5.3 Testing and Quality Control

The Contractor may engage the services of an approved independent laboratory for the testing of materials and the quality testing of layer works, to ensure that his work complies with Specifications. Alternatively, he shall provide at own cost a laboratory on site including all necessary testing for all materials.

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

All material must, where applicable, shall carry the SABS mark. **Notification for all inspections shall be 48 Hours in advance.**

PS5.4 Removal of trees

No trees may be removed without the prior written approval of the engineer.

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

PS5.5 Accommodation of other Contractors

In addition to the requirements of Clause 4.8 of the General Conditions of Contract (GCC 2015), the Contractor must make allowances for other Contractors on site.

This may involve adapting his programme to accommodate the work of other Contractors and ensuring access to their sites along prescribed routes over the Site of this Contract. This must be considered when the works programme is complied as no extra claims will be entertained in this regard.

PS5.6 **Sub-Contractors**

It is a requirement of this contract, that only local Sub-Contractors shall be used to carry out any Sub-Contractors tasks.30% of contract to be sub-contracted.

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

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY Project Specification (Part 1)

the main Contractor and nominated Sub-Contractor. Sub-Contractors to be listed in Schedule F2

Where local Sub-Contractors are registered for a specific discipline, these local Sub-Contractors shall be used in preference to any outside Sub-Contractor.

Cession Sub-Contractors at discretion of the Municipality and subject to approval of rates by the Engineer/Employer's Agent.

PS5.7 Opening Up and Closing Down Borrow Pits

No borrow pits may be opened on site without prior written approval by the Engineer.

Where borrow areas are indicated for use of materials, the work shall only be to the exact levels and dimensions as shown on the plans. The Contractor shall set out and control all dimensions and levels of the borrow area to be <u>exact</u> dimensions and all work shall be within these limits. Where excavations are carried out to outside the allowed dimensions and levels, the Contactor shall repair this at his own cost.

Measurements and payments for opening up and closing down designated borrow pits, including the setting out and control of dimensions and levels including removal and stockpiling of overburden and restoration of the site, shall be made under item 8.3.4 of SABS 1200 D. This item applies to all borrow material required under this Contract.

The requirements of Sub-Clause 5.2.2.2 of SABS 1200 D regarding the opening up, maintenance and closing down of borrow pits shall <u>strictly</u> be adhere to.

PS5.8 Adjacent Occupied Areas

The Contractor shall organize 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, walls 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.

Work executed in terms of wayleaves

The Contractor must take due care and exercise caution when working in the vicinity of the exiting services 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 a Provincial Road. Notice to all relevant Provincial Authorities and services providers and arrangements with them shall be the full responsibility of the Contractor and is deemed to be in the rates tendered.

PS5.9 Blasting operations and requirements

NO Blasting will be allowed under any circumstances. Contractors to use jackhammers and/or approved chemicals means of rock-breaking. Contractor to allow sufficient time for chemical rock busting when calculating the construction period.

PS5.11 Beacons & Pegs

The Contractor's attention is drawn to SABS 1200 A Clause 5.1.2- Preservation and Replacement of pegs subject to Land Survey Act- and to the liabilities of the Employer and

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY Project Specification (Part 1)

the Contractor in this regard. The Contractor shall locate and mark all existing pegs for the whole site. Pegs can be encountered all over the site.

The Contractor shall be held responsible for the maintenance of all cadastral and bench mark pegs on the site that are recorded as existing at the commencement of construction, and for the placement of any pegs that are found to be missing or disturbed upon the completion of the contract. A Completion certificate shall only be issued after the Contractor has handed back all the pegs and has submitted to the Engineer a certificate from a registered Land Surveyor stating that all erf pegs are in their correct positions.

Notwithstanding Clause 8.8.5 of SABS 1200 A the Contractor shall tender sums for searching and protecting all pegs. where pegs have been moved, disturbed or covered on the specific instruction of the Engineer, such pegs shall be reinstated by a registered Land Surveyor and shall be paid for by the number reinstated on instruction of the Engineer. If such pegs were disturbed because of the Contractors' negligence, such costs will be for the Contractor's account.

PS5.12 Surveying

The Contractor must use the services of, or employ a competent engineering Surveyor to set out the Works to ensure that the specified building lines and site boundaries are adhere to. The Contractor must set out the works in accordance with the plans and levels provided. Payment for the setting out will be deemed inclusive in the rates and no additional payment will be made in that regard unless specifically scheduled.

No beacon, references pegs, corner pegs, etc. may be disturbed or removed without the prior consent of the Engineer. As-and-when required a Registered Land Surveyor to provide certificate for the reinstatement of pegs and beacons.

As and when instructed by the Employer's Agent a nominated Surveyor shall be employed to verify setting out levels and survey the completed works. The Contractor shall be paid as per the relevant PC item provided in the Schedule of Quantities. Settings out of the works must be approved by Mogale City Building Control.

PS6 **AS-BUILT DRAWINGS**

The Contractor shall provide the Engineer with "As Built" drawings at the end of the contract, indicating all levels, positions, coordinates, sizes, etc. For this purpose, an additional set of drawings will be kept in the site office for the exclusive use of keeping "As Built" information up to date. Retention (1st payment) will not be released until receipt of the As-built information including the survey data for the pipeline levels.

All information in the possession of the Contractor that is required by the Engineer's Representative to complete the as-built drawings and must be submitted to the Engineer's Representative before a Certificate of Completion will be issued. Only figured dimensions shall be used and drawings shall not be scaled unless required by the Engineer. The Engineer will provide the dimensions that may have been omitted from the drawings.

The following information must be indicated on the (A4) drawings:

- 1. Coordination between the services (water& sewer) Contractor and the housing Contractor to provide the correct placement of water meters and sewer connection.
- 2. Closer supervision from the Engineer's Representative will take place during the building set out and services connection.
- 3. Stands must be properly set out by a Surveyor according to the SG diagrams provided before commencement.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

4. "As built" to be done by a Surveyor and submitted in dwg and pdf format.

PS7 **SAMPLES**

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

PS8 **NOTICES, SIGNS, BARRICADES AND DVERTISEMENTS**

Notices, signs and barricades, erected in terms of Clause 8 of the General Conditions of Contract, as well as advertisements may be used only if approved by the Engineer. The Contractor shall be responsible or 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 as per Construction Board drawings provided, the cost of which shall be included in rates tendered for items PSA 8.3.1 and PSA 8.3.2 of Section 1200 A.

PS9 WORKMANSHIP AND QUALITY CONTROL

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

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related work. The Contractor's attention is drawn to the provision of the various Standardised Specifications regarding the minimum frequency of testing required.

The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control. Also, refer to GCC 2015 Clause 7. The notification period for inspection is 48 Hours in advance and under special circumstances no less than 24 Hours.

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

PS10 **SPOIL MATERIAL & STOCKPILE MATERIAL**

No indiscriminate spoiling of material is permitted. Surplus or unsuitable materials shall be spoiled or stockpiled at a site approved by the Engineer. Spoiling shall comply with the applicable statutory and municipal regulations and shall be removed from site on regular basis and when instructed by the Engineer. Stockpiled material shall be classified and stockpiled on different heaps-for use as bedding, backfill or different road laver works. Special care shall be taken to stockpile material and the selective use thereafter. On this contract, the selection and care shall be deemed to form part of the tendered rate for earthworks.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY Project Specification (Part 1)

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

PS 11 TRENCHES AND EXCAVATIONS

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

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

PS 12 TRANSPORT OF MATERIAL

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

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

PS 12.1 Approved Transportations Route for Loaded Material

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

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

PS13 EMPLOYMENT OF LOCAL LABOUR

P13.1 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 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 proportion appropriate to the nature of the project and the community. All labour must be sourced through the local channels as prescribed by the Councils labour policy.

To this end the Contractor is expected to limit non-local employees to key personnel only and to employ and train local labour on this contract. The Contractor shall fill in the 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.

PS13.2 Requirements and activities

Prospective tenderers must take note of the following:

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY Project Specification (Part 1)

- 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) People employed must be trained as far as practically possible for their respective tasks.an amount will be provided in the Schedule of Quantities for Accredited Training.
- c) The following types of activities have been identified as suitable for labour-based construction methods on this project:
 - Clearing & grubbing of work footprint as indicated in the Schedule of Quantities.
 - Digging of trenches for pipes where possible and backfilling (up to 1,5m deep).
 - Digging of holes for the posts on the palisade fence.
 - Mixing and placing of concrete for smaller on-site tasks.
 - Accommodation of traffic.
 - Compaction where possible.
 - · General maintenance of the site camp.
 - Spreading of material.

PS13.3 Wages

The following minimum labour rates as set by the Employer must be implemented on the project:

The following rates not to be exceeded:

- 1. Unskilled labourer-R180/person/day
- 2. CLO-R5 000.00/month (refer to special Conditions)

All labour shall be paid according to the rate determined by the Municipality and is subject to change by Municipal/Government notification for a local labourer's general worker's rate.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 schedule for labour-intensive methods are done by machines, without prior approval by the Engineer. Where skills training is provided, provision shall be made at the agreed task rate for time spent on training, both on and off site. No claim whatsoever will be considered for unsatisfactory production of local labourers. The Contractor is required to keep detailed records of employment for each task-based worker and experience of each work will be entered into a log book.

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

P13.4 Liaison with local communities

PS13.4.1 Community Liaison Officer (CLO)

The Contractor is to liaise through Municipal structures with the local community with regard to local labour to be employed. Mogale City Local Municipality will advise on procedures to be followed. The representative from the community (CLO)will be identified by through Municipal processes & procedures. The CLO's responsibility will be to keep the community informed regarding the progress of the tender as well as to inform the Contractor of any grievances from the community.

The CLO salary will be paid by the Contractor to a value as approved by the Municipality or has been allowed for in the Schedule of Quantities.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

(a) Duties of the Community Liaison Officer (CLO)

The Community Liaison Officer's duties will be:

- i. To be available on site daily between the hours of 08:00 and 17:00 and at other time as the need arises.
- ii. To determine, in consultation with the Contractor, the needs of the temporary labour for relevant skills training. He will be responsible for the identification of suitable trainees and will attend bone of each of the training session.
- iii. To communicate daily with the Contractor and the Engineer to determine the labour requirements with regards to numbers and skills, to facilitate in labour dispute and to assist in their resolution.
- iv. To assist in and facilitate in the recruitment of suitable temporary labour and the establishment of a" labour desk".
- v. To attend all meetings in which the community and/or labour are present or are required to be represented.
- vi. To assist in the identification, and screening of labourers from the community in accordance with the Contractor's requirements.
- vii. To inform temporary labour of their conditions of temporary employment and to inform temporary labourers as early as possible when their period of employment will be terminated.
- viii. To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
- ix. To keep a daily written record of his interviews and community liaison.
- x. To attend monthly site meetings to report on labour and RDP matters.
- xi. All such other duties as agreed upon between all parties concerned.
- xii. To submit monthly returns regarding community liaison.

(b) Payment for the community liaison officer

A special pay item is incorporated in section 1200 of the bill of quantities relating to payment of the liaison officer on a prime cost sum basis. This payment shall only be made for the period for which the duties of the liaison officer are required and not necessarily for the full duration of the contract. The remuneration of the CLO as approved by the Employer or has been allowed for in the Schedule of quantities.

(c) Period of employment of the Community Liaison Officer

The period of employment of the Community Liaison Officer shall be as decided upon jointly by the Contractor, Engineer and Employer.

(d) Tasks of the Community Liaison Officer

- To assist with community liaison and resolution of disputes.
- To devise fair and transparent procedures that will assist the Contractor in the engagement of labour and the award of sub-contracts to SMME's.
- To advise on and monitor labour issues.
- To assist in resolution labour disputes.

(e) Assistance to the Community Liaison Officer

• The Employer may appoint a competent local person as Community Liaison Officer to assist the Engineer and the Contractor in the day to day liaison with the communities directly affected by the project.

PS13.5 Skills Related Training

Municipality 1	Municipality 2	
Municipality 3	Contractor	

Provision will be made in the Schedule of Quantities for Accredited Training. Details of the Accredited Training already provided under the auspices of the Mogale City Local Municipality.

PS13.6 Utilization of workers

(a) The Contractor shall, in so far as it reasonably feasible taking due cognizance of the nature of the works to be executed at any given time, utilize 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.
- · Guidelines for Training System.
- EPWP Phase 3 Guideline.

The above guidelines are all contained in "the Framework Agreement for Public Works Project using Labour Intensive Construction Systems". The Contactor can also obtain a copy of SANS 1921:2004 Section 2,3&5 from SABS.

PS14 REFERENCES IN SCHEDULING OF QUANTITIES

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

PS14.1 Use of mechanical plant

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

Authority to use mechanical plant will not be unreasonably withheld but if it is considered that circumstances are such that the use of plant shall be suspended temporarily or permanently, the relevant construction procedures shall be modified at the Contractor'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. Estimated quantities are given in the Schedule of Quantities and will be measured on site.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

PS15.1 Payment for the 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**

CPA (Escalation) is only applicable to contracts in excess of 1 year and higher in value than R10 Million. Base month will be date of tender closing.

PS17 ACCOMODATION OF TRAFFIC (COLTO 1500)

The Contractor must allow for the accommodation of traffic on the whole of the site, under the items allowed for in the Schedule of Quantities under P&G's. These rates to allow for any temporarily bridges, safety measures at excavations, traffic signs as required by the Safety Regulations, etc.

In case of trench excavations across roadways, white painted barricades consisting of 22.5mm ×40 mm timbers, supported on heavy supports, shall be placed across the road at least 15m before and after the excavations. "Road signs must be prominently displayed".

The rate for accommodation of Traffic on the Provincial Roads must allow for work to <u>be</u> <u>completed fully on one side</u> of the road before work on the other side of the Provincial Roads may be started.

PS18 **EARTHWORKS (HAULAGE)**

The following free haul distances will be applicable:

Dumping: 5 km Borrow pit: 5 km Stockpile: 5 km

PS19 OCCUPATIONAL HEALTH & SAFETY ACT

The Employer and Contractor hereby agree, in terms of the provision of Section 37(2) of the Occupational Health and Safety Act No.85 of 1993, and any amendments thereto 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 arrange shall apply between them to ensure compliance by the Contractor with provision of the Act, namely:

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

The Contractor shall be obliged to report forthwith to the Employer any investigation, compliant or criminal charge which may arise as the consequence of the provision 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, compliant or criminal charges.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY Project Specification (Part 1)

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" included in Annexure B of the Contract and therein designate in writing the name of the responsible person required in terms of the General Safety Regulation R11 sub clause 1.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY Project Specification (Part 1)

PS20 APPLICABLE STANDARDISED SPECIFICATIONS REGULATIONS

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

SABS 1200 A : General SABS 1200 C : Site clearance SABS 1200 D : Earthworks

SABS 1200 DB : Earthworks (pipe trenches) SABS 1200 DK : Gabions and pitching

SABS 1200 DM : Earthworks (roads, subgrade)

SABS 1200 G : Concrete(structural) SABS 1200 H : Structural steelwork

SABS 1200 HA : Structural steelwork (sundry items)

SABS 1200 L : Medium-pressure pipelines

SABS 1200 LB : Bedding (pipes)
SABS 1200 LC : Cables ducts
SABS 1200 LD : Sewers

SABS 1200 LE : Stormwater drainage SABS 1200 LF : Erf connections(water)

SABS 1200 M : Roads SABS 1200 ME : Subbase SABS 1200 MF : Base

SABS 1200 MH : Asphalt base and surfacing

SABS 1200 MJ : Segmented paving SABS 1200 MK : Kerbing and channelling SABS 1200 MM : Ancillary roadworks

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

SABS 1200 A : General SABS 1200 C : Site clearance SABS 1200 D : Earthworks

SABS 1200 DB : Earthworks (pipe trenches)
SABS 1200 DM : Earthworks (roads, subgrade)

SABS 1200 G : Concrete(structural)

SABS 1200 HA : Structural steelwork (sundry items)

SABS 1200 L : Medium-pressure pipelines

SABS 1200 LB : Bedding (pipes)

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY Project Specification (Part 1)

All particular specifications for work not covered by the SABS 1200 Standardised Specifications are also bound in Portion 2 of the Project Specifications:

PW: Pre-paid Water meters

PM : Lic Pipe laying (method statement)

The following Labour-intensive Specifications will be applicable:

SANS 1921-1- 2004: General Engineering and Construction Works

SANS 1921-2- 2004: Accommodation of Traffic

SANS 1921-5- 2004: Earthworks Activities to be performed by hand

REGULATIONS

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

- 1) National Building Regulations.
- 2) Code of Practice the Wiring of Premises, SABS 0142-1981 as amended.
- 3) The Mines and Works Regulations, Government Notice Number R1609 of 19652-09-28, as amended.
- 4) The Occupational, Health and Safety Act 85/93, and any amendments regulation there to.
- 5) The local Municipal By-laws and Regulations as well as the regulations
- 6) of the local Supply Authority.
- 7) The local Fire Regulations.
- 8) The regulations of Telkom.
- 9) The regulations of the local Gas Board where applicable.
- 10) The standard regulations of any Government Department or public service company where applicable.
 - 11) The regulations of Rand Water.
 - 12) The regulation of Eskom.
 - Department of Public Works: Guidelines for the implementation of labour-intensive infrastructure project.
 - 14) The NHBRC (National Home Builders Registration Council) Building code: Volume 1,2 & 3.

The Contractor shall pay and indemnify the Employer against any fees or charges by law and shall keep the Employer and 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL **Project Specification (Part 1)** MUNICIPALITY

PS21 **STATUS**

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

- I. Contract Agreement
- II. Form of Tender and Appendix to Form of Tender;
- III. Special Conditions of Tender;
- IV. Project Specifications;V. General Conditions of Tender;VI. Particular Specification;
- VII. Schedule of Quantify and Summary;
- VIII. Statutory Regulations;
- IX. Standard SABS Specifications;
- X. Any other Standard Specification

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY VARIATIONS AND ADDITIONS (Part 2)

C3.7.2 VARIATIONS AND ADDITION TO THE STANDARDIZED SPECIFICATIONS (PART 2)

<u>VARIATION AND ADDITION TO THE STANDARDISED SPECIFICATIONS FOR THIS CONTRACT, AND PARTICULAR SPECIFICATIONS</u>

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

PART 2

GENERAL

PSA 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."

PSA 2. INTERPRETATIONS

PSA 2.3 DEFINATIONS

(a) General

ADD THE FOLOWING DEFINITIONS:

Task : "refers to the amount of work to be performed to a defined quantity and

quality"

Task Rate : "refers to the amount of work to be performed by s worker to a defined

quantity and quality and be completed in a working day".

Daily rate : "is the daily wage (whether task-rated or time-rated) per individual. This wage

rate must be inserted in the Project tender document as per the EPWP

Guideline."

Labour Intensive

Construction : "refers to methods of construction and maintenance involving a mix of

labour and machine without compromising on quality, where labour is the primary resource supported by plant and equipment for activities that cannot

be feasibly done by labour only".

Labour-based

Construction : see labour intensive construction.

PSA2.4 ABBREVIATIONS

(a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"LI or LIC": Labour intensive Construction Methods

Municipality 1	Municipality 2	
Municipality 3	Contractor	

PSA 2.8 items in Schedule of Quantities

In the fourth line Sub-clause 2.8.1, after the word "specification "add: "or in the measurement and payment clause of the standard specification, particular specification or project specification".

PS3 MATERIALS

PSA 3.1 Quality

ADD THE FOLLOWING

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

ADD THE FOLLOWING TO CLAUSE 3:

PSA 3.3 Ordering of Materials

The quantities set out in the Schedule of Quantities have been carefully determine from calculations based on data available at the time and should therefore be considered to be <u>approximate</u> 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 supplier, and the provision 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.

PSA 4 PLANT

PSA 4.2 Contractor's Offices, Stores and Services

ADD THE FOLLOWING PARAGRAPH BEFORE VRHE FIRST PARAGRAPH:

"The Contractor's construction camp shall be fenced off and shall contain all offices, stores, workshops, testing laboratories, toilet facilities, etc. The camp shall always be kept in a neat and orderly condition.

No personnel may reside on the site. Only night-watchmen may be on the site after hours."

ADD THE FOLLOWING TO THE SECOND PARAGRAPH:

"One toilet per 10 workmen shall be provided and must be screened from public view and its use shall be enforced. The Contractor shall, where applicable, make the necessary arrangements for the removal of night soil".

ADD THE FOLLOWING TO SUBCLAUSE 4.2

PSA 4.2.1 Storage

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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 wooded 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 in the site. Any bags of cement which shows any degree of hydration and setting shall be removed from the site of the works and replaced at the Contactor'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, 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 materials in 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.

ADD THE FOLLOWING TO CLAUSE 4:

PSA 4.3 Restriction on the use of plant

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. Add to clause 4.

PSA 4.4 Medical facilities and safety equipment

The suitable First Aid services required in terms of Sub-Clause 23(2) of the General Conditions of Contract and Sub-Clause 4.2 of SANS 1200 A shall include, inter alia , a First Aid cabinet fully equipped and maintained with at least the minimum contents as listed in the Annexure(Regulations 3)to the General Safety Regulations of the Occupational Health and Safety Act,1993(Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act,1993(Act 85 of 1993).

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY VARIATIONS AND ADDITIONS (Part 2)

PSA 5 CONSTRUCTION

PSA 5.1.1 Setting Out of the Works

ADD THE FOLLOWING

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

Before commencing of any construction, the Contractor shall check the relative positions and levels of all reference pegs, benchmarks and line pegs and inform the Engineer of any discrepancy.

Add to Subclause 5.1.1

'The Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith.

The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in settings out of the Works. The checking of any setting-out of any line or level by the Engineer shall not relieve the Contractor of his responsibility for the correctness.

If at any time during the progress of the Works, any errors shall appear or arise in the position, levels ,dimension or alignment of any part of the Works ,the Contractor ,on being required to do so by the Engineer, shall at his own expense rectify such error to the satisfaction of the Engineer, but such error is based on incorrect data supplied in writing by the Engineer or if there is any delay and cost of such rectification, be entitled to make a claim in accordance to clause 48 of the GCC'.

The Contractor shall advise the Engineer of any conflict between the position of any part of the Works and an existing feature.

PSA 5.1.2 Preservation and Replacement of Beacons and Pegs subject to the Land Survey Act

Before the Contractor commences any work on erven, he shall search for the erf pegs. If any erf pegs are missing, he shall immediately inform the Engineer in writing.

PSA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

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

LOCATION AND PROTECTION OF EXISTING SERVICES

Alterations and repairs to existing service

Unless the contrary specified or ordered, the Contractor shall not carry out alternations 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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

Electricity : 011 951 2440 Water : 011 951 2150 Sewerage : 011 951 2150 Traffic : 011 951 2207

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

ADD THE FOLLOWING SUB CLAUSES:

PSA 5.7 Safety

ADD THE FOLLOWING:

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

ADD THE FOLLOWING SUB CLAUSES TO 5.7:

PSA 5.7.1 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 provision 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY VARIATIONS AND ADDITIONS (Part 2)

- A principal contractor shall ensure that a copy 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 Regulations, is opened
 and kept on site and made available to an inspector, client, client's 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 that 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 was a principal contractor.

PSA 5.7.2 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 the 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 contactor

PSA 5.7.3 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 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

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 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.

PSA 5.7.4 <u>Documentation to be kept on site</u>

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
- Prof of Registration with COID insurer
- The Occupational Health and Safety Programme agreed with Employer including the Risk
- Environmental Management Plan (EMP)
- Assessment/s and method statements
- · Occupational health and safety file
- Appointment/designation forms
- Drawings
- List of Contractors (Sub-Contractors)

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

- Form/Support work inspection
- Excavations inspection
- Demolition inspections
- Tunnelling inspections
- Scaffolding inspection
- Designer's inspection of Structures Records
- Suspended Platforms Inspections

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY VARIATIONS AND ADDITIONS (Part 2)

- Materials Hoist Inspection
- Batch Plant Inspection
- Explosive Powered Tool Issue and maintenance
- Welding equipment
- Construction vehicles and mobile plant inspections
- Electrical installation and machinery inspection
- Fire equipment inspection and maintenance
- Lifting Tackle and equipment
- Cranes
- Ladders
- · Vessels under pressure

PSA 7 TESTING

PSA 7. 2 Approved Laboratories

ADD THE FOLLOWING:

"The independent laboratory used by the contractor and approved by the Engineer shall also be deemed an approved laboratory."

The provision of a laboratory on site will not be compulsory. The contractor shall make the necessary arrangements with an approved laboratory for the undertaking of any tests that may be required in terms of the relevant sections of SANS 1200. The Engineer's written approval for the use of the services of the aforementioned laboratory will be required.

PSA8 MEASUREMENT AND PAYMENT

Time-related items will be measured and paid by the month in accordance with the following amendments:

PSA 8.1.2.1 Contents

Amend the first line of Subclause 8.1.2.1(b) to read:

"Provision will be made in the schedule for lump sums and rates to cover the cost of the contractor supplying"

PSA 8.1.2.2 <u>Tendered Sums</u>

Amend the heading to Subclause 8.1.2.2 to read

"Tendered sums and rates" and amend the first line to read: "The sum of rate tendered in the schedule for any preliminary and general item shall cover".

PSA 8.1.2.3 Contractor to price all items

Sub clause 8.1.2.3 is amended to include the following:

"The Contractor shall price all the items in the schedule of Quantities."

These items and prices will form the sole basis for cost evaluation in the settlement of variations other than that provided for in the General Conditions of Contract for the applicable section. In the absence of a price against an item or in the event of a price marked N/A or

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY VARIATIONS AND ADDITIONS (Part 2)

included against any item, no claim in respect of additional costs or charges for provision of any of the duties, services, facilities or obligations required in respect of that item will be considered."

PSA 8.1.1 Method of measurement, all sections of the Schedule

Subclause 8.1.1 is amended to read as follows:

"Except where otherwise specified in Sub clause 8 of a standardized specification or in the project specification or un preamble to the schedule, all items in the Schedule shall be measured and shall cover the operations as recommended in the standard method of measurement of civil Engineers Quantities as approved by the South African Institution of Civil Engineers and the South African Federation of Civil Engineering Contractors, current at the date of tender not withstanding any general or local custom."

PSA 8.2 PAYMENT

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.

ADD THE FOLLOWING SUB CLAUSE TO 8.2:

PSA 8.2.2 Time-related items

At the beginning of the Note in Subclause 8.2.2, add:

"Except for an extension of time for abnormal climatic conditions,"

Notwithstanding the stipulation of Subclause 8.2.2, an approved extension of time will only entitle the contractor to payment in terms of Subclause 45(4) of the general conditions of Contract.

Amend the third, fourth and fifth lines of Subclause 8.2.2 to read:

"time-related items" will be made at the rate tendered for each month the item is maintained on site as ordered by the Engineer."

PSA 8.2.4 Withholding of payment for Time-related Items

In the third line of Subclause 8.2.4.1, amend the words "incremental amount "to read: "monthly rate tendered."

PSA 8.2.5 Labour Rates

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 of 16 Feb 2007)

Municipality 1	Municipality 2	
Municipality 3	Contractor	

Note: It is the tenders responsibility to check the rates as given and must take note of the rate as per Mogale City labour employment on EPWP projects.

	ACTIVITY	UNIT	TASK RATE RANGE	REMARKS
	Bush clearing	M ²	200 – 350	
	Clearing & Grubbing	M^2	100 – 150	
	Stump removal	No.	Day work	Depends on size
	Boulder removal	No.	Day work	Depends on size
	Excavation			
Ro	Soft/loose soil	M ³	2.0 - 4.0	
ad	Medium	M ³	2.0 - 3.0	
Road/building/water and sanitation works	Stiff/Hard	M ³	1.0 - 2.0	
Lii	Very hard	M^3	0.8 - 1.0	
din	Gravel excavation	M^3	1.0 - 3.0	
gλ	Compaction (pedestrian-ride on roller)	M^2	700 – 1000	
va	Camber formation	M^2	60 – 80	
ter	Loading	M^3	5 – 8	
ar	Unloading	M^3	8 – 10	
ď	Spreading/soil	M^3	12 – 15	
sal	Spreading/Gravel	M^3	8 – 12	
) it:	Wet stone masonry	M^3	0.5 – 1.0	
atio	Stone pitching	M^2	6 - 10	
n	Dry stone masonry	M^3	1.0 - 2.0	
V	Gabion (including assembling & placing rocks)	M ³	1.8 – 2.0	
) rk	Concrete/mix & place	M^3	0.5 – 1.0	
S	Wheelbarrow haulage (haul distance)			
	0-20m	M ³	7.0 – 8.5	
	20-40m	"	6.5 – 7.5	
	40-60m	"	5.5 – 6.5	
	60-80m	íí .	5.0 - 5.5	
	80-100m	и	4.0 - 5.0	

Municipality 1	Municipality 2	
Municipality 3	Contractor	

Roads works	Install precast concrete culverts (excavation of trench and backfilling)			
lds	Ø450mm	М	1.0 – 1.5	
€	Ø600mm	М	0.9 – 1.2	
<u> </u>	Ø900mm	М	0.5 - 0.8	
ŝ	Paving: Concrete block placing	M ²	150 – 200	Team task (10 workers)
	Compaction/block paving units/filling joints	M^2	15 – 25	
	Lay precast kerb units/concrete beam	М	8 - 12	
	Sealing work			
	cold mix asphalt	M ²	900 – 1 000	Team task (16 workers)
	Otta seal	M ²	5 400 - 5 500	Team task (60 workers)
	Sand seal	M ²	2 800 – 3000	Team task (20 workers)
	Modified otta seal (using emulsion binder)	M ²	1 300 - 1 500	Team task (16 workers)
	Ultra-thin reinforced concrete	M ²	400 - 500	Team task (25 workers)
7 Z	Cut grass / on verge/ side drains	M^2	100 – 150	
a <u>i</u> eu	Clean culvert / inlet, outfall	M^3	1.5 – 2.0	
Routine maintenance	Clean side/mitre drains	M^3	2.0 - 3.0	
na na	Repair side drain erosion	M^3	3.0 – 5.0	
nc	Fill pot holes on carriageway	M^3	2.0 - 3.0	Gravel roads
Ō	Fill ruts/minor gullies on carriageway	M^2	5.0 – 10	
	Grub edge/shoulder	M^2	80 – 100	
	Repair shoulder erosion	M^2	5.0 – 10	
road	Repair culvert headwalls	No	Day work	

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. 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.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY VARIATIONS AND ADDITIONS (Part 2)

SANS 1200 C: SITE CLEARANCE

PSC 3 MATERIALS

PSC 3.1 Disposal of Material (Sub clause 3.1)

The material resulting from clearing and grubbing shall be transported to an approved dumping area, or as directed by the Engineer.

Subclause 3.1 is amended to include: "An unlimited free-haul distance shall apply."

PSC 5 CONSTRUCTION

PSC 5.1 Clearing

Sub clause 5.3(a) is amended to read:

"The removal of all trees and tree stumps, not exceeding 1 m girth and bushes (complete with roots), other vegetation, refuse, fences and all other material that may interfere with the construction of the works."

Sub clause 5.3 (c) is deleted.

Sub clause 5.3 (e) is deleted.

PSC 5.2 Conservation of Topsoil (Sub clause 5.6)

Topsoil shall be removed and conserved as and when directed by the Engineer in writing.

PSC 8 <u>MEASUREMENT AND PAYMENT</u>

PSC 8.2 Removal and Conservation of Topsoil

The rate for return of topsoil to borrow pit areas shall cover the cost of loading from stockpile, transporting and spreading as specified and shall be extra over the rate for stripping and stockpiling.

Notwithstanding the provisions of Clause PSC 5.1, no payment for clearing and grubbing will be made in areas designated for the removal and conservation of topsoil, except where so specifically designated by the Engineer.

ADD THE FOLLOWING SUBCLAUSE TO 8.2

PSC 8.2.11 Relocate existing electricity, Telkom poles and light poles

The cost shall include removing, relocating and reinstating the service upon approval by engineer following detection of such services in the vicinity of the works where no work can progress if the service is not relocated.

PSD: EARTHWORKS (SABS 1200 D)

Note: Earthworks Activities which are to be performed by hand will be executed and managed in accordance with SANS 1921-5.

The following types of activities have been identified as suitable for labour-based construction methods on this project:

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY VARIATIONS AND ADDITIONS (Part 2)

- Cleaning & grubbing of site
- Removal of topsoil (150mm deep)
- Maintenance of stockpiles
- Accommodation of traffic
- Digging of trenches between 0 to 1.5m deep for pipe lines surface drainage where possible
- Laying and backfilling of pipeline
- Mixing and placing of concrete for smaller structures
- Building of small brick structures
- Erection of steel frameworks
- Erosion control measure such as grouted stone pitching
- Locating and protection of existing services

Precedence

This part of the project Specifications will be executed in accordance with **SANS 1921-5:2004** and shall take precedence over SABS 1200 for any portion of works that has been identified to be executed by labour intensive methods.

PSD 3 MATERIALS

PSD 3.1.2 Extra-over payment for excavation classification

Excavation will be classified either as "Soft" or "Hard" excavation. All excavation that can be achieved using an excavator, TLB or similar plant will be classified as "Soft" excavation. Where it is necessary to employ pneumatic hammer excavation, either by means of hand pneumatic hammers or mounted on an excavator, blasting or other means, that excavation will be classified as "Hard" excavation.

Material excavatable by hand

Unless otherwise stated in the scope of works or in the specifications, all materials that have the following characteristics shall be deemed to be materials excavatable by hand:

a) Granular materials:

- i. Whose consistency when profiled may in terms of table 2 be classified as very loose, loose, medium dense, or dense; or
- ii. Where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;

b) Cohesive materials:

- i. Whose consistency when profiled may in terms of table 2 be classified as very soft, soft, firm, stiff and very stiff; or
- ii. Where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;

Note

- 1) A boulder is material with a particle size greater than 200mm, a cobble and gravel is material between 60 and 200mm.
- 2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of 60° with respect to the horizontal) into the material being used.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY VARIATIONS AND ADDITIONS (Part 2)

Table 2: Consi	Table 2: Consistency of Materials When profiled				
Granular Mater	Granular Materials Cohesive Materials		s		
Consistency	Description	Consistency	Description		
Very loose	Crumbles very easily when scraped with a nail	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.		
Loose	Small resistance to penetration by sharp end of geological pick	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 30-40mm; can be moulded by fingers with some pressure		
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.		

Granular materials		Cohesive Materials	
Consistency	Description	Consistency Description	
Dense	Very high resistance to penetration by the sharp end of a geological pick;requires many blows for	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail with difficulty; slight indentation produced by blow of a geological pick point.

PSD 3.1.2 c) Hard Rock excavation

Hard rock excavation shall be classified as excavation that cannot be efficiently ripped by bulldozer (as specified 3.1.2b). **BLASTING WILL NOT BE ALLOWED** except for extreme circumstances. The contractor must submit a proposal at own cost detailing the procedure, subsoil conditions, measuring of shockwave and the expectant shockwave measurement, safety procedures to be followed, etc. only blasting contractors with dolomitic experience (proven by written certification) will be allowed to execute the procedure. All legal requirements and documentation is the full responsibility of the main contractor. On approval, the geotechnical engineer shall be notified in advance to be in attendance at all times as well as a Health and Safety Officer with blasting experience. This type of excavation will be separately measured as hard rock excavation.

PSD3.3.1 <u>General</u>

ADD THE FOLLOWING AFTER THE FIRST SENTENCE:

"Topsoil selected shall be removed by labour intensive methods and will be spoiled at the contractors own dumpsite."

PSD4 PLANT

All work shall be carried out using labour intensive methods where possible.

PSD5 CONSTRUCTION

PSD5.2.5.1 Free Haul (SUB CLAUSE 5.2.5.1)

See PSC 3.1

Municipality 1	Municipality 2	
Municipality 3	Contractor	

PSD 5.1.3 Stormwater and Groundwater

ADD THE FOLLOWING:

"The contractor shall take all necessary measures to prevent stormwater from entering any of the bulk or trench excavations. He shall furthermore make adequate provision for the removal of all rainwater and groundwater from the excavations and for preventing the ponding of water on the floor of the excavation throughout the construction period. The contractor shall include, in his rates for all earthworks, for the protection of the works due to stormwater, springs or seepage water shall be borne by the contractor."

PSD 5.2 METHODS AND PROCEDURES

PSD 5.2.1.2 Conservation of Topsoil

ADD THE FOLLOWING

"Topsoil selected shall be removed by Labour Intensive methods and will be spoiled at the contractors own dumpsite."

PSD 5.2.3 Placing and Compaction

PSD 5.2.3.2 Backfilling and Compaction around structures [Subclause5.2.3.2]

ADD THE FOLLOWING TO SUBCLAUSE a) GENERAL:

"The material to be compacted around structures shall be compacted in layers as specified in SABS 1200 D at OMC to a density of at least 93% of modified AASHTO density."

PSD 5.2.4 Finishing

PSD 5.2.4.1 Final grading

ADD THE FOLLOWING:

"Surfaces where material from excavation had been deposited and later removed in the course of the earthworks operation and the surface of all areas where excavation has taken place shall be left smooth to line and level, and free from clay and loose rocks"

PSD 5.2.4.2 Top soiling

ADD THE FOLLOWING:

"Only where so measured, top soiling is to be carried out over the area of fill slopes around all structures, the surface of all trenches and on the outer slopes of the embankments. Selected topsoil or other approved material shall be used in the final 150mm of backfilling of pipe trenches and structures unless otherwise directed."

PSD 5.2.5 Transport of Earthworks

PSD 5.2.5.1 Freehaul

ADD THE FOLLOWING BEFORE THE FINAL PARAGRAPH

All material moved to the disposal site or imported from the borrow pit shall be subject to the following free haul distances:

Dumping: 5km

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL MUNICIPALITY VARIATIONS AND ADDITIONS (Part 2)

Borrow pit: 5 km Stockpile: 5 km

PS.SANS.4.2 Haul

Where the haul distance on site is less than 200m, excavated material shall be hauled to its point of placement by, means of wheelbarrows. Care must be taken to ensure that wheelbarrows are fully loaded. Refer PS.SANS4.8 Specification.

PSD 8.1.1 Disposal of material

All surplus material and all unsuitable material from excavations and clearing and grubbing operations shall be removed from the Site by the Contractor and disposed of where instructed by the Engineer.

Dumping shall proceed in an orderly manner with coarse material placed at the bottom and covered with finer material, where possible. Upon completion of dumping the material shall be shaped to provide free-draining surfaces and slopes and finished off to the satisfaction of the Engineer.

PSD 8.3.8.1 Excavation using labour intensive methods

Except that extra-over payment will only be made for pickable excavation, in terms of subclause 8.3.8.1c) shall mutatis apply.

PSDM SABS 1200 DM: EARTHWORKS (ROADS, SUB-GRADE)

PSDM 5 CONSTRUCTION

PSDM 5.2.8.1 Freehaul

The provision of PSD 5.2 shall apply.

ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 5

PSDN 5.3 Importation of material

The rate for the selected subgrade material imported from commercial sources shall cover the cost of supply, transport, placing & compaction of the selected subgrade layers as specified.

The importation of material from borrow pits or commercial sources, as ordered in writing by the Engineer, will be measured separately and will be paid extra-over the rate for subgrade or selected subgrade. The rate for the imported material shall cover the additional costs of winning or producing, transporting & delivery the material to the point of use.

The importation of material from commercial sources will be measured for payment only if such importation has been ordered in writing by the Engineer.

PSDM 7.1 Testing

The rates for treatment of road-bed, cut and borrow to fill and selected layer in sub-clause 8.3.3, 8.3.4, 8.3.5, respectively, shall covert the cost of testing as specified in Clause 7.

PSDM 8 MEASUREMENTS AND PAYMENTS

PSDM 8.2.1 Computation of quantities (Sub-clause 8.2.1)

Municipality 1	Municipality 2	
Municipality 3	Contractor	

Earthworks for base and subbase layers are calculated to the basis that where material is from cut, the material will be cut to a temporary stockpile on the site and then used for fill. Elsewhere earthworks are measured once only.

PSDM 8.3.3 Material imported from Municipal borrow pit

The rate for material imported from the municipal borrow pit shall include the cost of loading, transporting, placing & compaction of the material. The rate shall also allow for the royalty lived by the municipality.

PSDM 8.3.4 Importation of material

The rate for selected sub-grade material imported from commercial sources shall cover the cost of supply, transport, placing and compaction of the selected sub-grade layer as specified.

The importation of material from borrow pits to commercial sources, as ordered in writing by the Engineer, will be measured separately and will be paid extra-over the rate for the subgrade or selected sub-grade. The rate for the imported material shall cover the additional costs of winning or producing, transporting & delivering the material to the point of use. The importation of material from commercial sources will be measured for payment only if such importation has been ordered in writing by the Engineer.

PSDM 8.3.4 Cut and borrow to fill

ADD THE FOLLOWING TO SUBCLAUSE 8.3.7

The unit of measurement shall be the cubic metre of fill measured in site from levelled cross sections taken before and after construction where such material is either imported from a position more than 100m from point of use or is utilized in a portion of a fill which is more than 0,5m above the original ground level.

Where measurement by cross sections is impractical the volume can be measured by taking 70% of the loose volume measured in trucks, in the case of soil and gravel material, and 50% of the loose volume in trucks, in the case of hard material consisting predominantly of particles 100mm and more maximum dimension.

Payment at unit rates shall include full compensation for procuring, furnishing and placing the material in all classes of 1,0 km.

PSDM 8.3.7 Cut to spoil

ADD THE FOLLOWING TO SUBCLAUSE 8.3.7

The unit of measurements shall be the cubic metre of authorized excavations taken from cut in bypasses or removed from fill in redundant bypasses and carted to spoil on the instructions of the Engineer, all in site before excavation by means of levelled cross sections.

Payment at tendered rates shall include full compensations for excavating in all classes of material; loading, transporting, offloading, including the shaping and levelling of spoil material and transporting.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL

MUNICIPALITY PARTICULAR PROJECT SPECIFICATIONS (Part 3)

3.7.3 PARTICULAR PROJECT SPECIFICATION (PART 3)

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

PART 3: PARTICULAR SPECIFICATIONS

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MUNICIPALITY OHS

PART 4: GENERIC HEALTH & SAFETY RREGULATONS 2014

C4 COMPLIANCE WITH HEALTH & SAFETY REGULATIONS 2014

This part of the Generic Specifications contains comprehensive occupational Health and Safety specifications.

LIST OF ABBREVIATIONS

MCLM	Mogale city local municipality
GAR	General administration Regulations
GSR	Safety Regulation
OHSA	Occupational Health and Safety Act 85 of 1993
OHSS	Occupational Health and Safety Specification
SARS	South African Bureau of Standards

1. INTRODUCTION

1.1 Purpose of the occupational Health and Safety specification (OHSS)

The purpose of the OHSS is to assist Contractors to achieve compliance with the Occupational Health and Safety law, in order to reduce incidents and injuries. The OHSS will be implemented during the construction of this project or any construction activity that the Employer has control over.

The OHSS is a performance specification to ensure that the Employer and any bodies that enter into formal agreements with the Employer viz. Agents, consultants and contractors achieve an acceptable level of OHS performance. No advice, approval of any document required by the OHS such as hazard identification and risk assessment action plan or any other form of communication from the Employer shall be construed as an acceptance by the Employer of any obligation that absolves the contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the Employer which may result from the contractor failing to comply with the OHSS, i.e. the contractor remains responsible for achieving the required performance levels.

1.2 Implementation of the Occupational Health and Safety

This OHSS forms an integral part of the contract, and contractors are required to make it an integral part of their contracts with Sub-Contractors and Suppliers. It will be disseminated by the Employer to persons responsible for the design of the infrastructure works, who will ensure that it is included in the Tender Document(s) issued to prospective contractors. The prospective Contractors shall incorporate the requirements of the OHSS in their submission of tenders to the Employers.

This specifications must be read in conjunction with the OHS Act No 85 of 1993 (as amended), the Regulations as published in Government Gazette No 7721 of 18 July as well as the General Safety Regulations published in the Government notice No. R1031 of MAY 1986, and the construction Regulations 2014. The OHS Act Agreement in this document (Returnable Schedules) must be fully completed by the contractor.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL

MUNICIPALITY OHS

2. STANDARD OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1 Scope

This OHSS covers the requirements for eliminating and mitigating incidents and injuries in all Employer controlled projects. The scope also addresses legal compliance, hazard identification and risk control, promoting a health and safety culture amongst those working on projects and those affected by the activities taking place in and around them.

2.2 Interpretations

2.2.1 Application

The OHSS contains clauses that are generally applicable to building /construction and that impose proactive controls associated with activities that impact on human health and safety as they relate to plant and machinery.

Compliance to the requirements of the OHSA, Construction regulations and General Safety Regulations is in addition to the requirements of the OHSS and is part of the Contractor's responsibility. The Employer will through agents, as appointed, monitor that the contractor complies with the requirements of the OHSA and will not prescribe to the contractor how such compliance is achieved.

Definitions

The definitions used will be those set out in the Regulation Gazzette No 7721 of 18 July 2003 with the following additions:

MCLM Mogale City Local Municipality

Hazard Identification and Risk Assessment and Risk Control:

Means a document plan, which identifies hazards, assesses the risks and details the control measures and safe working procedures which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Health and Safety Management Plan:

Means a documented plan which addresses the hazards identified and include safe working procedures to mitigate, reduce or control the hazards identified.

Induction Training:

Means once off introductory training on general health and safety issues given to all employees before commencement of work on site.

Risk: Means the probability or likelihood that a hazard can result in injury or damage.

Site: Means the area in the possession of the contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the contractor, and approved for such use by the Engineer.

The Act: Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under.

Contractor: The contractor terminology used in these specifications shall be deemed to cover Principle Contractor, contractors and sub-contractors.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

REQUIREMENTS AT TENDER STAGE

The contractor shall make available the following with his completed tender: A Preliminary Health and Safety Plan as described in Regulation 5 of the construction Regulations. The Safety Plan must be based on the Construction Regulations 2014 and this specification and will be subject to approval by the Employer. This will include a Hazard Identification and Risk Assessment appropriate to the project, expansion of Annexure D, and a declaration to the effect that he has the competence, completion of Occupational Health and Safety Questionnaire, and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014.

Failure to submit the foregoing with this tender, will lead to the conclusion that the contractor is not able to carry out the work under the contract safely in accordance with the construction Regulations and may result in the tender being disqualified.

APPLICATION FOR CONSTRUCTION WORK PERMIT

A client who intends to have construction work carried out must, at least 30 days before work is to be carried out apply to the provincial director apply to the provincial director in writing for a construction work permit to perform construction work if the intended construction work will-

- Commence after 07 August 2018 Exceed 35 days
- Will involve more that 3600 person days of construction work; or
- The works contract is of value equal to or exceeding construction Industry Development Board (CIDB) grading level 7; 8 or 9.

An application contemplated in sub regulation (1) must be done in a form similar to annexure 1. the provincial director must issue a construction work permit in writing to perform construction work contemplated in sub regulation (1) within 30 days of receiving the construction work permit application and must assign a site specific number for each construction site.

A site specific number contemplated in sub regulation () must be conspicuously displayed at the main entrance to the site for which that number is assigned. A construction work permit contemplated in this regulation may be granted only if —

The fully completed documents contemplated in regulation 5(1)(a) and (b) have been submitted and Proof has been submitted

- (a) That the Client complies with regulation 5(5)
- (b) With regard to the regulation and good standing of the principal contractor as contemplated in regulation 5(1)(i); and
- (c) That regulation 5('l)(c), (d), (e), (f), (g), and (h) has been complied with.

A client must ensure that the principal contractor keeps a copy of the construction work permit contemplated in sub-regulation (1) in the occupational health and safety file for inspection by an inspector, the client; s representatives or an employee.

No construction work contemplated in sub regulation (1) may be commenced or carried out before the construction work permit and number contemplated in sub regulation (3) have been issued and assigned. A site specific number contemplated in sub regulation (3) is not transferable.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

5. HEALTH & SAFETY SPECIFICATION PRINCIPAL CONTRACTORS (PC)

- 1. 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, compliant or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charges.
- 2. 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.
- 3. Work should not be done at the expense of human safety or health.
- 4. Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.
- 5. 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.
- 6. The PC shall conduct monthly safety meetings on site. All foremen, gang leaders and other employees shall participate an all incidents with relation to unsafe practices shall be discussed. Minutes of such meetings shall be kept in the H&S file.
- 7. Foremen and gang leaders shall, under the supervision of the H&S manager conduct meetings with all their staff and people under their direct supervision on a frequent basis. Minutes of such meetings shall be kept in the H&S file.
- 8. New personnel shall attend safety induction courses under the supervision of the H&S manager.
- 9. The PC shall install and maintain a box in which proposals for improvement of H&S procedures could be placed. All such proposals shall be considered, recorded and placed in the H&S file.
- 10. And adequate first aid facility shall be placed maintained on site and shall be adequately indicated by 'means of signs. All personnel shall be made aware of its existence and only trained first aid assistants hall be authorized to treat injuries.
- 11. The PC shall see that work is only executed by people trained for the particular task.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL

MUNICIPALITY OF WESTHAVEN CEMETERT THASE 2 FOR MOGAZE CITT EOCAL

12. All safety equipment shall be SABS approved and under no circumstances shall any safety equipment e non-certified homemade equipment. Specifications and order details shall be kept in the H&S file.

- 13. Workers shall be attending safety courses on a regularly basis and all information regarding such training hall be kept in the H&S file.
- 14. All employees shall be trained in safe working procedures and shall be trained safety consciousness in particular. Employees in position of leadership shall be trained through accredited training processes in H&S matters
- 15. The contractor shall prepare and maintain a safety plan for the particular project and shall train his personnel to work according to such plan.
- 16. Personnel will be made aware of any natural hazards existing on site. They will also be made aware of items defined by the designer in his risk assessment.
- 17. No horseplay between employees will be tolerated on site. Neither will aggressive or threatening behavior by anybody be allowed.
- 18. Workers shall wear appropriate protective clothing for the applicable task, which shall. Include special safety equipment like protective eyewear, gloves, boots, ear protection, etc. Workers shall be issued with these items and copy of such issuing shall be kept in the H&S file. '
- 19. Workers shall not be allowed to wear loose clothes and footwear.
- 20. Workers shall have the opportunity and right to regular rest, eating and toilet breaks.
- 21. Workers on nightshift shall be protected against inclement weather and shall have access to adequate food and drinks.
- 22. In cases where work is executed in remote or in security-restricted areas, the PC will make provision for food to be supplied to his employees.
- 23. Potable water shall be made available free of charge to all workers on site.
- 24. Adequate toilet and washing facilities shall be made available to workers.
- 25. In the event of chemicals being present on site, the PC will allow for adequate shower facilities on site.
- 26. Workers under instruction to execute inherently unsafe procedures shall report such incidences to the H&S manager immediately, or to the designer.
- 27. Unauthorized or unlawful instructions from foremen, gang leaders or colleagues shall be reported by the H&S manager immediately.
- 28. The PC shall stop his contractors if they work unsafely.
- 29. All specialist work shall be executed by registered artisans only.
- 30. Workers shall not be required to lift equipment or material heavier than 25kg or carry a load of more than 50kg for more than 10 metres.
- 31. Workers shall not be exposed to conditions of heat where the temperature is above 40° Celsius and the humidity more than 75%. Likewise will personnel not be exposed to temperatures lower than -5°

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL

MUNICIPALITY OHS

Celsius. Should the designer and the PC decide that the work is urgent; workers will be issued with proper protective clothing.

- 32. All workers shall have access to a shaded eating and resting place on site.
- 33. workers executing tasks in rivers, trenches and other natural or artificial water ways shall be made aware of the hazard of flash floods and special precautions shall be made by the PC to implement an effective flood warning system.
- 34. Workers executing tasks in manholes for sewer or stormwater systems, shall be made aware of the existence of hazardous gasses in closed areas and shall be issued with gas masks in any event, even after tests

conducted by the H& 8 manager has proven that no gasses are existent. Only specialists shall work in gas filled chambers.

- 35. Personnel executing work during rainy weather or under other wet conditions shall be equipped with per gumboots and proper rain suits.
- 36. No personnel will be allowed to work in water unless, gumboots are worn. Should the water be deeper Tan 300mm watertight suits shall be worn.
- 37. All ladders shall be fixed against scaffolding or other permanent structures.
- 38. Welding on site shall only be done by trained personnel adequate eye 'protecting shields and all welders shall wear proper protective gear.
- 39. Personnel operating grinders, saws or any other hand tools of similar description, shall be equipped with the necessary eyewear and ear protection.
- 40. All personnel working under potentially dusty conditions shall wear nose and mouth filters.
- 41. Workers operating rock drilling equipment shall wear ear, nose and eye protection.
- 42. All scaffolding will comply with the H&S regulations.
- 43. Blasting will be done by specialists under the regulations of the Explosives Act.
- 44. Workers shall wear protective clothing when exposed to chemicals like cement, lime, detergents, tar, fumes, etc. Should work be executed in the presence of such material, adequate protective clothing and equipment shall be issued after permission is granted by the H86 manager.
- 45. Workers will not be allowed to make open fires on any part of the site unless it is made in designated teas approved by the H&S manager.
- 46. Fuel storage will only be allowed on certified areas on site.
- 47. Workers and other personnel will be trained for fire procedures and will practice such fire drill on a regular basis.
- 48. Assembly areas for emergency evacuations will be indicated by adequate signage.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

48. The PC will have an attendance register for the purposes of identifying people before, during and after potential hazardous situations.

- 50.All transport supplied by the PC shall be on road worthy vehicles only and all transport shall be conducted in terms of the transport act.
- 51.Drivers of vehicles shall be responsible for the roadworthiness of vehicles and will report any vehicles that do not comply to the PC.
- 52 All drivers will be responsible to handle vehicles in such a way to comply with the transport act.
- 53. Passengers of vehicles shall report any unsafe conduct to the PC immediately. Such report shall be forwarded to the H&S manager and shall be investigate. Copy of such procedure shall be entered into the H&S file.
- 54. Only trained personnel shall be permitted and required to operate construction machinery. All such machinery shall be maintained in a safe working condition.
- 55. All vehicles operating on site shall have audible warning signals if driven backwards.
- 56. No vehicle shall be kept on site if it is leaking oil or other substances.
- 57. No vehicle shall be operated on site if it produces noise above 90 decibels measured within a distance of 10,0 m from the unit.
- 58. Equipment producing serious dusty conditions shall only be operated under the supervision of the PC and the H&S manager with the necessary protection to workers.
- 59. All excavations on site shall be adequately protected and not only indicated.
- 60. Exploratory excavation to reveal services shall be done in a specific way. All areas to be explored shall first be inspected by the landowner or local authority. Positions of services identified shall then be verified by opening by hand, not by machine. Particular care shall be taken not to damage these services. Electrical services are inherently dangerous and shall be opened by skilled people only. These excavations shall not be left open without supervision. If necessary, the excavation shall be backfilled temporarily with approved material until the specified modifications to the services can be made.
- 61. Access to excavations shall only be by means of ladders of stairs with handrails.
- 62. All refuse, unsafe material, potential hazardous material and rubbish shall be placed in designated areas to be removed on a regular basis.
- 63. Rainwater shall be contained in trenches or pipes in such a way that it will not cause contamination of material in this refuse areas.
- 64. All electrical sources or cables or overhead power lines should be regarded as live at all times and all workers on site shall be made aware of its existence during H&S meetings and as many times as necessary

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL

MUNICIPALITY OHS

- 65. Adequate signage shall be used on site to indicate
 - · Non -smoking areas on site
 - Safety exits / Emergency exits from buildings under construction
 - Stairs (temporary and permanent works)
 - Toilets
 - · Fire -fighting equipment
 - Workmen busy with equipment
 - Fire assembly points
 - Fire escapes
 - Areas where members of the public are not allowed
 - First aid room
- 66. Members of the public visiting the site shall be granted permission to the site only upon application through a predetermined procedure and records of these visitors shall be kept in the H&S file. Visitors shall attend safety induction training before entering the site.

Areas out of bounds to all visitors shall be indicated clearly by means of adequate signs.

- 67. Work performed in public servitudes like the construction of streets or roads shall be done according to the specifications of the local or national authority and adequate signage shall be implemented.
- 68. People complaining about their health or people displaying symptoms of illness or disease, shall be allowed to go to the first aid facility or to visit a doctor or a clinic. Permission shall not be withheld unreasonably. In remote areas the PC is required to have reasonable ways of transporting people to a I; doctor or clinic whether the person is ill or injured on site.
- 69. Personnel must be informed about the location of the nearest doctor or clinic for casualty purposes and the PC shall provide such transport for injured workers and injured members of the public (within the limits of the site) free of charge.
- 70. A checklist of all Health and Safety activities that may be required under this tender is included. It will be expected from the tenderer to implement all of the requirements listed. An item is included under the P&G's Section of the Schedule of Quantities allowing the tenderer an opportunity to price all of the measures to be executed and formalized on site and must be completed in full. This work is subdivided into a fixed cost allowance and a time- based cost that will be paid out pro-rata to time lapsed on the contract.

Note: Significant changes have been made to the OSH Act and the Contractor must familiarize himself with e changes and preferably obtain a copy of the Act form the Department of Labour.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MUNICIPALITY OHS

OCCUPATIONAL HEALTH & SAFETY ACT 1993 (ACT 85 OF 1993) CONSTRUCTION REGULATIONS 2014 AND AMENDMENTS THERETO

CHECKLIST

(All items to be allowed for in the Schedule of Quantities Item)

NO	<u>Description</u>	Noted
1	NOTIFICATION OF CONSTRUCTION WORK	
	Allow for the costs on notification of the Provincial Director of Construction Work.	
	Regulation 3	
2	PROGRAM	
	Allow costs on setting up Health and Safety Program including a file on site –	
	Regulation 4 & 5 containing the following information:	
	Copy of Construction Regulation	
	Copy of Tender Document	
	Copy of drawing	
	Notification of construction work	
	Letters of appointment	
	Company safety Policy	
	Company Organogram	
	Notice in respect of machinery	
	Ten commandments of safety	
	Emergency telephone numbers	
	List of subcontractors	
	Proof of Regulation with COIDA insurer	
	Training materials	
	Risk Assessment and method statements	
	Register specified elsewhere	
	Safe work procedures	
3	IDENTIFICATION CARDS	
	Allow for the costs of identification cards number for employees	
4	RISK ASSESSMENT	
	Allow for the cost to carry out Risk assessment	
_	OUDED//IOODO	
5	SUPERVISORS	
	Allow for the appointment of employees as fulltime construction supervisors	

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL

MUNICIPALITY OHS

No	Description	Noted
6	HEALTH AND SAFETY INDUCTION TRAINER	
	Allow for the appointment of a H& S induction trainer	
	EXCAVATION INSPECTOR	
	Allow for the appointment of a full- time excavator inspector	
9	CONCRETE MXER INSPECTOR	
	Allow for the appointment of a full-time inspector for concrete mixer	
10	HAND TOOL INSPECTOR	
	Allow for the appointment of a full-time Hand Tool inspector	
12	LADDER INSPECTOR	
	Allow for the appointment of a full-time ladder inspector	
13	SCAFFOLD INSPECTOR & SUPERVISOR	
	Allow for the appointment of a full-time scaffold inspector and supervisor	
14	STACKING AND STORAGE	
	Allow for the cost of a competent person to supervise all stacking and storage	
15	SHE REPRESENTATIVE	
	Allow for the appointment of SHE Representative to be permanently on site	
16	ACCIDENT INVESTIGATOR	
	Allow for the appointment of an accident investigator	
17	SHE INSPECTOR	
	Allow for the appointment of a SHE inspector to do monthly inspections (as control on SHE Representative)	
18	FIRE EQUIPMENT	
	Allow for the appointment of a full-time fire equipment inspector	
19	TRAINING COURCES	
	Allow for the cost of setting up training courses.	
	Training on construction vehicles and mobile plant	
	First Aid level 1	
	Fire Fighter Level 1	
	Toolbox Talks	
20	FIRE FIGHTER EQUIPMENT	
	Provide 3kg firefighting equipment suitable for each electrical fires on site	
	FIRE FIGHTING EQUIPMENT INSPECTION CERTIFICATES	
	Allow for the cost of obtaining inspection certificate for each of firefighting	
	equipment	
		

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL

MUNICIPALITY

OHS

No	<u>Description</u>	Noted
22	FIRST AID]	
	Allow for the cost of basic First Aid Kit and Stretcher	
23	<u>SIGNS</u>	
	Allow for the erection of suitable number of signs	
	Prohibited Area – TR 208	
	Men at Work TW – 336	
24	BARRICADING	
	Allow for the erection of 1.2m high Dayglo mesh or similar to fence of the	
	construction site	
25	PERSONAL PROTECTIVE CLOTHING	
	Hardhats	
	Shoulder length PVA gloves	
	Plastic Trousers	
	Safety Goggles & Earmuffs	
	Dust Masks	
	Safety Shoes Surph and the safety shoes	
	Gumboots	
	Leather Aprons	
26	MEDICAL TEST	
	Allow for the cost of medical fitness tests for all employees	
27	SAFE WORK PROCEDURES	
	Allow for the cost of setting up safety work procedures by a competent person	
28	WELFARE FACILITIES	
20	WELFARE FACILITIES Make a provision for 2 y mobile tailete 1 y abover, abanding facilities and a	
	Make a provision for 2 x mobile toilets, 1 x shower, changing facilities and a	
	sheltered eating area	
29	REGISTERS	
20	Allow for the cost of obtaining original register on the following:	
	Personal protective clothing issued	
	· · · · · · · · · · · · · · · · · · ·	
	Concrete mixer daily checklist Path replication and institute about the solution.	
	Daily vehicle pre-ignition checklist	
	Dumper daily checklist	
	Mini dumper daily checklist	
	TLB daily checklist	
	Hand Tool checklist	
	PRM016 Scaffolding safety harness register	
	Lockout permits	
	PRM010 – Ladder, fixed and portable	
	PRM012 – Portable electrical equipment	
	PRM007 – SHE Representative monthly inspection	
	Hygiene Facility inspection register	
	Motor vehicle accident report	
	·	
	PRM018 – First Aid equipment PRM006 – First avtinguishing againment	
	PRM006 – Fire extinguishing equipment	
	Register of trained firefighter	
	Register of trained employees in First Aid	
	Trainee attendance	
	Environmental checklist	
		İ

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL

MUNICIPALITY

OHS

Safety and Fire rules

SAFETY AND FIRE RULES FOR CONTRACTORS ON THE PREMICES

- All persons on company premises shall obey all health and safety rules, procedures and practices. In particular, NO SMOKIN signs and the prohibition of the carrying of smoking materials in designated areas shall always be obeyed.
- II. All the applicable requirements of the Occupational Health and Safety Act (1933) and Regulations and any amendments thereto, shall be met.
- III. Where the OHS Acts prescribes certification of competency of persons performing certain tasks, proof of such certificates shall be provided prior to signing of the contract or commencement of work.
- IV. The Contractor's Workmen's Compensation Act fees must be up to date. A copy of Contractors 'WCA registration shall be produced on request. WCA Registration No. of the Contractor's company......

Any process involving open flames, sparks or heat shall be authorised by the issue of a permit to work obtained form the officials designated as permit issuer. Any work done under the protection of a permit to work shall be in strict compliance with every prescription on the permit.

- V. Safety equipment shall be used where applicable, (i.e. safety goggles, boots, harness etc.) The Contractor shall provide this at his own expense. The Contractor shall apply the necessary discipline and control to ensure compliance by his workers.
- VI. All work shall be done during normal working hours, unless otherwise instructed or agreed in writing.
- VII. The Contractor shall maintain good housekeeping mandates in the area where he is working for the duration of the contract.

Signed	Date
Name	Position
Tenderer	

Municipality 1	Municipality 2	
Municipality 3	Contractor	

Municipality 3

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL

MUNICIPALITY OHS

ANNEXRE 1

OCCUPATIONAL HEALTH AND SAFETY ACT, (1933)

Regulation 3(2) of the Construction Regulations 2014

APPLICATION FRO A PERMIT TO DO CONSTRUCTION WORK

This application must be submitted with the following documents:

1.	Nan	ne, postal address and telephone number of the client:
2.		ils of the Agent Title, Surname and Initials:
	b.	Identity number/Passport no:
	c.	Registration number with SACPCMP
	d.	Office Tel. / mobile no:
	e.	Postal Address:
3.	Nan	ne, postal address and telephone numbers of the appointed contractor:
4.	Nan	ne, postal address and telephone numbers of the designer of the project:
	Nan	ne, postal address and telephone numbers of the designer of the project: ne, postal address and telephone numbers of the following: a. Construction Manager:
	Nan	ne, postal address and telephone numbers of the following:
4.	Nan	ne, postal address and telephone numbers of the following: a. Construction Manager:
	Nan	ne, postal address and telephone numbers of the following: a. Construction Manager: b. Construction Health and Safety Manager:

Contractor

TENDER NO: IEM (P) 02/2022
TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL
OHS

8.	Expected commencement date:			
9.	Expected completion date:			
10.	Estimated maximum number of persons on	the contraction site:		
11.	Planned number of contractors on site acco	ountable to principal contractor:		
12.	Name(s) of contractors appointed:			
Sig	nature of the Client/Client's agent	Date		
Sig	nature of the Principal Contractor	Date		

Municipality 1	Municipality 2	
Municipality 3	Contractor	

OHS

ANNEXURE 2 OCCUPATIONAL HEALTH AND SAFETY ACT, (1933) Regulation 3(2) of the Construction Regulations 2014

NOTIFICATION OF CONSTRUCTION WORK

1.	(a)	Name and postal address of principal contractor:			
	(b)	Name and tel.no of principal contractor's contact person:			
2.	Principal contractor's compensation registration number:				
3.	(a)	Name and postal address of client:			
	(b)	Name and tel. no of client's contact person or agent:			
4.	(a)	Name and postal address of designer(s) for the project:			
	(b)	Name tel.no of designer's contact person:			
5.	Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 8(1).				
6.	Name(s) of principal contractor's sub-ordinate supervisor 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.	Exped	cted commencement date:			
10.	Exped	cted completion date:			

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL

MUNICIPALITY

OHS

11. Estimated maximum number of person	ons on the constructio	n site.			
Total: Ma	ale:	Female:			
12. Planned number of contractors on the	e contraction site acco	ountable to principal co	ntractor:		
13. Names of contractors already select	3. Names of contractors already selected:				
Principal Contractor	Data				
Principal Contractor Contractor's agent (where applicable)	Date Date				

Municipality 1	Municipality 2	
Municipality 3	Contractor	



THE CONTRACT:

PART C4: SITE INFORMATION

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: CONSTRUCTION OF PR2: RIETVALLEI EXT.2 ROADS AND STORMWATER FOR MOGALE CITY LOCAL MUNICIPALITY

SITE INFORMATION

C4 SITE INFORMATION

C4.1. Site Works

The site of the works is situated within the already established township, Rietvallei Extension 2 within the jurisdiction of the Mogale City Local Municipality. The township lies to the west of Gauteng.

The site can be accessed from 1st avenue via 3rd avenue. 1st avenue is acting as the major traffic distributor to Rietvallei.

The sit is constructed by internal roads namely 26th Ave, 27th Ave, 28th Ave, 30th Ave, 42nd Str, 43rd Str, 44th Str and 45th Str. The surrounding roads are surfaced with asphalt are in a fair condition.

The central coordinates are as follows;

- Latitude : 26° 11' 27.59" 'S - Longitude : 27° 45' 1.15" 'E

C4.2 Nature of Ground and Subsoil Details

According to the regional geology map Sheet 2626 West Rand published by Council for Geosciences at a Scale of 1:250 000. The farm Rietvallei 241 IQ is underlined by Witwatersrand Supergroup, West Rand Group, Jeppestown (Rj) Sub-group comprising of the this geology formations Maraisburg, Roodepoort, Crown, Babroso, Rietkuil and Koedoeslaagte. General soil profile within the Rietvallei Extension 2&3 it is underline by soil and/or rocks horizon;

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO: IEM (P) 02/2022

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL

MUNICIPALITY

SITE INFORMATION

C4.3 Layout and Topography

The topography of the area is generally slopes at a gradient of 4% on average in a north east to south west. The vegetation in the area is minimal with light grass scattered in various areas.

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER NO:

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL

MUNICIPALITY

ANNEXURES

PART 5: ANNEXURES

C5.1 ANNEXURE A : Occupational Health & Safety Act

C5.2 ANNEXURE B : Environmental Plan

C5.3 ANNEXURE C : EPWP Labour Forms & Branding

C5.4 ANNEXURE D : Joint Venture Agreement

C5.5 ANNEXURE E : Reduced drawings for tender purposes

Municipality 1	Municipality 2	
Municipality 3	Contractor	

C5.1 ANNEXURE A

OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO.85, 1993) AND ANY AMENDMENTS THERETO

Contractor to obtain his own copy of the Act for reference purposes

Municipality 1	Municipality 2	
Municipality 3	Contractor	

MUNICIPALITY

FMP

C5.2 ANNEXURE B

ENVIRONMENTAL MANAGEMENT PLAN

(Shall be provided to the successful tenderer)

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL **EPWP LABOUR FORMS & BRANDING**

MUNICIPALITY

C5.3 ANNEXURE C

EPWP LABOUR FORMS & BRANDING

- **Employment Contract Template**
- EPWP Report EPWP Data Collection Report
- **EPWP Branding**
- **Construction Board Template**

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2 FOR MOGALE CITY LOCAL

MUNICIPALITY JV AGREEMENT

C5.4 ANNEXURE D

JOIN VENTURE AGREEMENT TEMPLATE

Municipality 1	Municipality 2	
Municipality 3	Contractor	

TENDER: DEVELOPMENT OF WESTHAVEN CEMETERY PHASE 2FOR MOGALE CITY LOCAL

MUNICIPALITY REDUCED DRAWINGS

C5.5 ANNEXURE E

REDUCED DRAWINGS FOR TENDER PURPOSES ONLY

Municipality 1	Municipality 2	
Municipality 3	Contractor	