TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF

THREE (3) YEARS

Part T1: Tendering Procedures



# DEPARTMENT INFRASTRUCTURE DEVELOPMENT SERVICES: BUILDING MAINTENANCE

TENDER NUMBER: IDS (B&F) 05/2025

TENDERS ARE HEREBY INVITED FROM THE PANEL OF CONTRACTORS WITH THE CIDB GRADING OF 2SN OR HIGHER FOR MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS.

Name of Tendering Entity	
Name of Tendering Entity Representative	
Physical Address of Tendering Entity	
Postal Address of Tendering Entity	
Contact Details of Tendering Entity	Tel: Fax: Cell:
	Email:
Tender Amount carried from Form of Offer (incl VAT)	R(incl VAT)
CIDB Grading & CRN No	

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

Prepared By:

Mogale City Local Municipality,
Department Infrastructure Development Services
P O Box 94
KRUGERSDORP
1740

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

Part T1: Tendering Procedures

<b>CONTENTS</b>
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CONTE	NIS		
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	10	Pink
	Part T2: Returnable Documents		
T2.1	List of Returnable Documents	32	Yellow
	Check List	33	Yellow
T2.2	Returnable Schedules	34	Yellow
	THE CONTRACT		
	Part C1: Agreements and Contract Data		
C1.1	Form of Offer and Acceptance	72	Yellow
C1.2	Contract Data	81	Yellow
C1.3	Forms of Securities	83	White
	Part C2: Pricing Data		
C2.1	Pricing Instructions	95	Yellow
C2.2	Bills of Quantities	99	Yellow
	Part C3: Scope of Work		
C3.1	Description of the Works	123	Blue
C3.2	Project Specifications	126	Blue
	Part C4 : Site Information		

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		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF

THREE (3) YEARS

Part T1: Tendering Procedures

# **MOGALE CITY LOCAL MUNICIPALITY**



# THE TENDER:

**PART T1: TENDERING PROCEDURES** 

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS T1.2 Tender Data

#### **PART T1: TENDERING PROCEDURES**

#### T1.1 Tender Notice and Invitation to Tender

MBD1

CLOSING

TIME:

11:00

THURSDAY 17

OCTOBER 2024



IDS (B&F) 05/2025

**BID NUMBER:** 

Municipality

# **PART A INVITATION TO BID**

**CLOSING DATE:** 

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

DESCRIPTION P	ENDERS ARE HEREBY IN IDB GRADING OF 2SN OF ATERPROOFING, DAMP AINTING ON AN AS AN EARS.	R HIGHER FOR M PROOFING , F	INOR Roof	REPAIRS	AND MAINTE	NANCE OF GENERAL
	BIDDER WILL BE REQUIRED		GN A	WRITTEN C	ONTRACT FOR	RM (MBD7).
	CUMENTS MAY BE DEPOSITE (STREET ADDRESS)	ED IN THE BID				
Mogale City Civic Co						
Corner Commission	er and Market Streets					
Mogale City						
Krugersdorp						
1740						
SUPPLIER INFORMA	ATION					
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER						
FACSIMILE NUMBER	R CODE			NUMBER		
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER	N					
TAX COMPLIANCI STATUS	TCS PIN:		OR	CSD No:		

Contractor

TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

	☐ Yes ☐ No LEVEL VERIFICATION CERTIFICATE/ SWORM R TO QUALIFY FOR PREFERENCE POINTS FO		☐ Yes☐ No R EMES & QSEs) MUST BE
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	□Yes □No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

Municipality	Contractor	
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Municipality

TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS T1.2 Tender Data

#### **PART B**

## TERMS AND CONDITIONS FOR BIDDING

	BID SUBMISSION:			
1.1	. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.			
1.2	<ol><li>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORM ONLINE</li></ol>	IS PROVIDED-(	NOT TO BE RE-TYPED) OR	
1.3	3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREM PREFERENTIAL PROCUREMENT REGULATIONS, 2022, TH (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS.	IE GENERAL C	ONDITIONS OF CONTRACT	
2	TAX COMPLIANCE REQUIREMENTS			
	1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OF	BLIGATIONS.		
2.2	2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PE ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO STATUS.			
2.3	3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) (VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAY AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA	ERS WILL NEED		
2.4	4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD O	QUESTIONNAIR	E IN PART B:3.	
2.5	5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE	TOGETHER WI	TH THE BID.	
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.			
2.7	7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS RE DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	EGISTERED ON	THE CENTRAL SUPPLIER	
3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
3.1.	1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH A	AFRICA (RSA)	☐ YES ☐ NO	
3.2.	2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?		☐ YES ☐ NO	
3.3.	B. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT I	N THE RSA	☐ YES ☐ NO	
3.4.	4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE	RSA?	☐ YES ☐ NO	
3.5.	5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXA	ATI	☐ YES ☐ NO	
TA	THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOND IF NOT REGISTER AS PER 2.3 ABOVE.	OT A REQUIRE OUTH AFRICAN	MENT TO REGISTER FOR A REVENUE SERVICE (SARS)	
	NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDE NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE		D.	
S	SIGNATURE OF BIDDER:			
C	CAPACITY UNDER WHICH THIS BID IS SIGNED:			
	DATE:			

Contractor

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

T1.2 Tender Data

ADVERTISED IN: The Star

PUBLISHING DATE: Friday 13 September 2024

TENDER NO: IDS (B&F) 05/2025

#### **MOGALE CITY LOCAL MUNICIPALITY**

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

#### TENDER NO: IDS (B&F) 05/2025

TENDERS ARE HEREBY INVITED FROM THE PANEL OF CONTRACTORS WITH THE CIDB GRADING OF 2SN OR HIGHER FOR MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS.

Compulsory Briefing Session will be held on Friday 27 September at 10:00am at Mayoral Chamber, Civic Centre, Corner Commissioner and Market Street, Krugersdorp, 1740.

No visual compulsory briefing session will be available.

Adjudication: 80/20

Tenders will be evaluated using Functionality evaluation criteria of **100** points of which the service provider is required to score the minimum of **70** points in order to be considered for further evaluation.

Tenders will be evaluated using the 80/20 preference point system which awards 80 points for Price and 20

points for Specific goals in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)  (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system)  (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of the Municipality	Χ	10	Х	
Outside the boundaries of the Municipality, but within the West Rand District Municipality	X	6	X	
Within the boundaries of Gauteng Province	Х	4	Х	
Outside the boundaries of Gauteng Province	Х	0	Х	
Youth enterprise (Enterprise owned by persons younger than 35 years).	Х	5	Х	
Gender (woman owned enterprises).	Х	5	X	

**Documents Collection:** Documents can be downloaded from the e-tender portal at <a href="www.etenders.gov.za">www.etenders.gov.za</a> or <a href="www.mogalecity.gov.za">www.mogalecity.gov.za</a>.

Technical Enquiries: <a href="mailto:scmenquiries@mogalecity.gov.za">scmenquiries@mogalecity.gov.za</a>

<u>Documents available</u>: As from <u>Friday 13 September 2024</u> on <u>www.etenders.gov.za</u> or

www.mogalecity.gov.za

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

Closing date: Thursday, 17 October 2024 Time: 11:00 Bid Box

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

# A. MANDATORY DOCUMENTS (IF NOT PROVIDED, THE BID WILL BE INSTANTLY DISQUALIFIED)

- Attendance of Compulsory Briefing Session and signing of attendance register when required. No bids will be considered from bidders who did not attend the Compulsory Briefing Session and completed the attendance register.
- 2. Authority of Signatory must be completed and signed in case of a business not sole proprietor or oneperson business or board of director's resolution authorizing signature to sign off the bid documents.
- 3. Mogale City Local Municipality will not accept any bid document with missing pages.
- 4. CIDB GRADING OF 2SN OR HIGHER.

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

#### **B. ESSENTIAL DOCUMENTS**

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

- 5. Completed and signed Municipal Bidding Documents:
  - 5.1. MBD 1: Invitation to tender.
  - 5.2. MBD 4: Declaration of Interest.
  - 5.3. MBD 6.1: Preferential Points.
  - 5.4. MBD 8: Declaration of bidders past supply chain management practices.
  - 5.5. MBD 9: Certificate of independent bid determination.

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

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

#### MUNICIPAL RATES AND TAXES OR MUNICIPAL SERVICE CHARGES

- 7. The bidding entity and its director(s) must submit Municipal Rates and Taxes account which is not older than three (3) months / ninety (90) days in arrears at the time of the closing date.
- 8. If the bidding entity and its director(s) does not have a Municipal Rates and Taxes account, it must submit a Municipal Service Charges Statement (water statement or electricity statement or refuse removal statement or sewerage statement).
- 9. If the bidding entity and its director(s) does not own a property it must submit a valid lease agreement which has the address of the business or Rental Statement which is in the name of the business or director(s).
- 10. If the Bidding Entity and its director(s) operates from Informal settlement and does not have a Municipal Rates Account,

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

- 10.1. The bidding entity and its director(s) must submit Confirmation on Municipality / Metro letterhead signed and stamped by the ward Councillor or delegate/tribal authority with contact details which is not older than three (3) months.
- 11. If the bidding entity and its director(s) operates from parents' place or any other place and is not responsible for Municipal account / Services.
  - 11.1. The bidding entity and its director(s) must submit an original Sworn Affidavit by the property owner.
- 12. If the bidding entity and its director(s) is in the process of acquiring new property, which property has not yet been transferred to its name, a letter from the conveyancing attorney(s) must be submitted.
- 13. If the bidding entity and its director(s) submit a Municipal Account which is in the name of the Trust Account, and original Sworn Affidavit from The Trustee(s) must be furnished explaining that factor/relationship.
- 14. If the bidding entity's director(s) submit a Municipal Account in the name of the other spouse, an original Sworn Affidavit explaining the fact must be submitted.
- 15. Copies of director's ID.
- 16. Bids must be submitted in original document.

#### C. <u>TENDER CONDITIONS</u>

#### (FAILURE TO COMPLY WITH THESE CONDITIONS SHALL RESULT IN DISQUALIFICATION)

- 17. All suppliers of good & services are urged to register in the National Treasury web based Central Suppliers Database with Effect from 1 July 2016.
- 18. As per National Treasury Instruction No.4 A of 2016/2017 National Treasury Supplier Database, organs of state must ensure that suppliers awarded business with the State are registered on the CSD prior to award letter/purchase order/signed contract being issued.
- 19. Bids by joint ventures are to be accompanied by the Document Formation of the joint venture, duly registered and authenticated by a Notary Public or other official deputized to witness sworn statements. This document must define precisely the conditions under which the joint venture will function, the period for which it will function, the persons authorized to represent and obligate it, the address for correspondence, the participation of several firms forming the joint venture and any information necessary to permit a full appraisal of its functioning, including a clause to the effect that the members of the joint venture are jointly and severely bound.
- 20. No electronic signature will be accepted in the bidding document. The bidder's signature must always be signed by hand in black ink.
- 21. No late tender will be accepted.
- 22. Telefax or e-mail bids will not be accepted.
- 23. All bids must be submitted on the official and original forms and must not be re-typed or typed or scanned. Bids must only be submitted on the bid documents as provided by Mogale City Local Municipality.
- 24. Bids must be completed in black ink, handwritten and must not be typed.
- 25. The use of tipp-ex is not allowed on the bid documents.
- 26. Bids completed in pencil will be regarded as invalid bids.
- 27. No page(s) must be removed from the original tender document.

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

- 28. Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the tender document.
- 29. 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.
- 30. The Municipality reserves the right to appoint and not to appoint.
- 31. The validity period for this tender is one hundred and twenty (120) days.
- 32. A Corporate Social Responsibility contribution of two (2) percent inclusive of 15% VAT will be levied on all companies/ service provides appointed as successful bidders if such company(s)/service provider(s) are not based in the area of jurisdiction of Mogale City.
- 33. The Municipality reserve the right to negotiate a fair market related price with recommended bidders after a competitive bidding process or price quotations.
- 34. All tender prices must be inclusive of VAT for all registered VAT vendors.

#### **REGISTRATION AS A VAT VENDOR**

- 34.1 Non-VAT vendors do not have to include VAT in their bid prices, however they must submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million must include VAT in their price quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
- 34.2 The award of contract would be (for non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 34.3 In all instances where the bidder has excluded VAT from the prices quoted, if the bidder is successful, the letter of appointment will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
- 34.4 The successful bidder will have to absorb the adverse financial implications of not including VAT in the price quoted.
- 35. All bid prices must be in RSA currency and inclusive of Value Added Tax (VAT).
- 36. Bids will be opened immediately after the closing date and time in a venue to be indicated.
- 37. No bids will be accepted from persons in the service of state as it is defined in the Municipal Finance Management Act and Regulations.
- 38. The Supply Chain Management Policy of Mogale City Local Municipality allow persons aggrieved by decisions or actions taken by the municipality in the implementation of its supply chain management system, to lodge within fourteen (14) days of the decision or action a written objection or complaint to the municipality against the decision or action.
- 39. Tender documents may be downloaded from e-tender portal at <a href="www.etenders.gov.za">www.etenders.gov.za</a> as well as <a href="www.mogalecity.gov.za">www.mogalecity.gov.za</a>.

#### OFFICE OF THE MUNICIPAL MANAGER

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

#### **PART T1: TENDERING PROCEDURES**

#### T1.2 Tender Data

#### T1.2.1 Conditions of Tender

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

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

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

#### T1.2.2 Tender Data

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

#### The additional Conditions of Tender are:

Clause Number	Tender Data
F.1.1	The Employer is, Mogale City Local Municipality
F.1.2	The tender documents issued by the Employer comprise of:
	Part T1: Tendering Procedures
	T1.1 Tender Notice and Invitation to Tender T1.2 Tender Data
	11.2 Tender Data
	Part T2: Returnable Documents
	T2.1 List of Returnable Documents
	T2.2 Returnable Schedules
	Part C1: Agreement and Contract Data
	C1.1 Form of Offer and Acceptance
	C1.2 Contract Data
	C1.3 Forms of Securities
	Part C2: Pricing Data
	C2.1 Pricing Instructions
	C2.2 Bill of Quantities
	Part C3: Scope of Work
	C3.1 Description of the Works
	C3.2 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

Municipality		Contractor	
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TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS T1.2 Tender Data

Clause Number	Tender Data
F.1.3.2	The tender document of the winning tenderer will become the contract document between the Employer and Contractor.
F.1.4	The Employer's agent is:  Contact Person : Executive Manager  Company Name : Department Infrastructure Development Services  Address : Mogale City Local Municipality,  P O Box 94  KRUGERSDORP  1740
F.1.5	Email Address : scmenquiries@mogalecity.gov.za  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 F.1.6.3.1	Corporate Social Responsibility A 2% VAT inclusive contribution will be deducted from all certified payments to the contractor and will be deducted from the amount payable before payment is issued. This is only applicable to service providers outside of the Mogale City jurisdiction.  Tenderers shall submit their proposals. The Employer shall evaluate each responsive
F.2.1	submission in terms of the method of evaluation stated in F.3.11.3 in the Tender Data.  Eligibility Criteria and Requirements
	CIDB Registration and Grading:  1) Only tenderers who are registered with the CIDB or have a sub-contractor registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to 2SN OR HIGHER class of construction work, are eligible to submit tenders.  2) Only the following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to submit tenders: contractors who have a contractor grading designation equal or higher to 2SN OR HIGHER class of construction work; and  3) Joint ventures are eligible to submit tenders provided that:  i) Every member of the joint venture is registered with the CIDB;  ii) The lead partner has a contractor grading designation in the, 2SN OR HIGHER class of construction work; and  iii) The combined contractor grading designation calculated in accordance with the CIDB Regulation is equal or higher to 2SN OR HIGHER class construction work.  4) Information to be submitted with the tender:  The tenderer shall submit CV's of the management and key staff submitted in this tender document that will be employed to carry out this project, together with satisfactory evidence that such staff members satisfy the eligibility requirements.

Municipality		Contractor		ı
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TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS T1.2 Tender Data

Clause Number	Tender Data				
F.2.7	The arrangements for the	compulsory Project Briefing Session are:			
	Date: Refer to Invitation to Tender Venue: Refer to Invitation to Tender				
	Enquiries may be directed	to scmenquiries@mogalecity.gov.za			
		attendance list in the name of the tendering entity. Addenda will be			
	issued to and tenders wil attendance list.	I be received only from those tendering entities appearing on the			
F.2.13.	The tenderer must submit	one tender offer only in a sealed envelope.			
	The Employer's address fo tenderer's offer package ar	r delivery of tender offers and identification details to be shown on the			
	Location of tender box:	Reception desk of the Supply Chain Management Unit upper level			
		of the West Wing of the Mogale City Civic Centre			
	Physical Address:	Corner Commissioner and Market Street in Krugersdorp.			
	Identification Details:	Tender reference number, Title of Tender			
		Closing date and time of the tender,			
		Tenderer's name, his authorised representatives name,			
		Postal address and telephonic contact numbers			
F.2.13.6	This tender will be submitte	ed as a 1 envelope tender document			
F.2.13.10	Additional Clause:				
1 .2.10.10		eturnable Schedules) must be submitted in a separately bound			
	document together with th				
F.2.15.1		ender for the closing time for submissions of the tender offers.			
1 .2.10.1	No late submissions will be				
		lex, facsimile or emailed submission offers will not be accepted.			
F.2.16		for a period of one hundred and twenty (120) days after the time and			
1 .2.10	date set for the opening of Bids, or until the tenderer is relieved of this obligation I				
		earlier date. However, the tenderer may be requested in writing, to			
		ender for a specific period. The written approval of the tenderer must			
		e lapsing of the original validity period, in order to remain valid.			
F.2.23		e the following with his submitted bid document.			
	T2.2.1 Record of Addenda				
	T2.2.2 Compulsory Enterp				
	T2.2.3 Authority of Signat				
	T2.2.4 MCLM Corporate S				
	T2.2.5 Proposed Amendn				
	T2.2.6 Declaration of Inte				
	T2.2.7 Preference Points				
		derer's Past Supply Chain Management Practices			
	T2.2.9 Certificate of Indep				
	T2.2.10 Capacity to Execut				
	T2.2.11 Key Personnel/Pro				
	T2.2.12 Previous Experien				
	T2.2.13 Schedule of Propo				
	T2.2.14 Rates for Special I				
		erers Attendance at the Clarification Meeting			
	T2.2.16 Tax Clearance Ce				
I I	T2.2.17 B-BBEE Certificati				
		actors Registration issued by the Construction Industry Development			
	Board				
	T2.2.19 (A) Municipal Acco				
	T2.2.19 (A) Municipal Acco	lunicipal Account			
	T2.2.19 (A) Municipal Acco				

Municipality		Contractor		ı
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

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	<ul> <li>Tenders will be deemed non-responsive if the following conditions are not met:</li> <li>The contractors fails to meet the minimum qualifying score for functionality evaluation criteria for a tender</li> <li>The contractors fails to submit a valid CIDB certificate</li> </ul>
F.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Functionality, price and preference.  Although quality does not determine the award, quality will be evaluated first (as outlined below) and if the tenderer does not meet the minimum quality criteria he/she will be eliminated and the tender will not be evaluated further.
F.3.11.3	Tenders are to be evaluated on the basis of an 80/20 system, 80 points for price and 20 points for attaining the Broad Based Black Economic Empowerment (BBBEE) status level of contribution.  The below mentioned criteria regarding Functionality are required for responsiveness and therefore eligibility for the next stage of evaluation. This is done to determine the ability of each bidder to successfully execute the contract according to "scope of work".

#### **FUNCTIONALITY EVALUATION CRITERIA**

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

- I. Failure to achieve the minimum total score of 70, points out of 100 points
- II. Failure to score the minimum points in each Criteria section (1, 2 and 3) listed in the Table A: Functionality Criteria below, If the bidder achieves a total score equal to or above the minimum of 70 points but fails to reach the minimum points stipulated for each criterion (1, 2 and 3) the bid will be deemed as non-compliant and will be rejected.
- III. If any criterion is rated zero points, the tenderer will be rejected, even if the **70** out of **100** points are achieved.

Non-compliant bidders will be rejected after this phase and not continue to price scoring. These criteria shall only determine whether a tender will further be evaluated and will not influence the points scored on Price.

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

#### **Table A: Functionality Criteria**

#### 1. Plant, Equipment and Resources

- Vehicles: Proof of ownership will be eNatis documents for bakkie.
- Equipment: A proof of ownership must be submitted on a company letterhead stating the equipment to be used on the project are owned by the company.

<u>OR</u> if hiring, letter from hiring company stating permission to use bakkie/equipment for this project should be attached with eNatis documents. (this letter should not be more than 12 months old)

Item	Equipment	Weight	Minimum
1.1	a) Ownership:  0 x Bakkie capable of executing the work. No eNatis documents for vehicle as proof of ownership and roadworthy certificate; (0 points)  Or	0	
	1 x Bakkie capable of executing the work. Submit     eNatis documents for vehicle as proof of ownership     and roadworthy certificate; (10 points)	10	
	eNatis documents for vehicle as proof of ownership and roadworthy certificate; (20 points)  b) Hiring	20	10
	0 x Bakkie capable of executing the work. <b>No Signed</b> letter of intent with <b>eNatis</b> documents for vehicle from the hiring company and roadworthy certificate <b>(0 points)</b> Or	0	
	1 x Bakkie capable of executing the work. Signed letter of intent with <b>eNatis</b> documents for vehicle from the hiring company and roadworthy certificate (10 points)	10	
	Or		
	2 x Bakkie capable of executing the work. Signed letter of intent with <b>eNatis</b> documents for vehicle from the hiring company and roadworthy certificate <b>(20 points)</b>	20	
	Note: No extra points will be allocated for more than 2 x Bakkies (owned or hired).		
		20	10

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

#### 2. Qualified Personnel

Detailed CV must be attached for each team member must be attached in waterproofing maintenance and repairs.

Any change of submitted qualified personnel after appointment must be reported and replaced by equal or more qualified personnel in writing for the approval to MCLM.

Item	Personnel	Weight	Minimum
2.1	Safety Officer  Occupational Health and Safety Officer National Diploma or Higher - Proof of active Registration with a recognized professional body/ institution with SACPCMP or SAMTRAC. Three (3) years post qualification experience. (20 Points)	20	
	1 x Artisan Carpenter  Carpenter must have a minimum of two (2) years' experience in carpentry with trade certificate in carpentry. (10 Points)	10	40
	(CV must include details of experience and relevant experience include being knowledgeable and having direct involvement in working in carpentry.  1 x Waterproofer  Water proofer must have a minimum of two (2) years' experience in waterproofing. (10 Points)  (CV must include details of experience and relevant experience include being knowledgeable and having direct involvement in working in waterproofing)	10	
2.2	2 x Assistant Waterproofer  Assistant Waterproofer with One (1) years' experience in waterproofing. (10 Points)  (CV must include details of experience and relevant experience include being knowledgeable and having direct involvement in working in waterproofing)  Note: Failure to comply with the minimum above on supra 2.1 & 2.2 will result to disqualification.	10	10
		50	50

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

#### 3. Company Experience

Signed and dated reference letters on the client's letterhead with contactable details indicating the successful completion of the works in waterproofing and painting. Contactable details refer to an active email(s) to which MCLM will send and receive correspondence within 14 working days, failure will result to unverified company experience therefore disqualification.

#### NB: Appointment letters SHALL NOT be accepted as reference letters.

Item	Experience	Weight	Min
3.1	Three (3) projects completed of similar to the scope of work. <b>(10 points)</b> .		
	OR		
	Four (4) to Eight (8) projects completed of similar to the scope of work <b>(15 points)</b> .	30	10
	OR		
	Nine (9) and above projects completed of similar to the scope of work <b>(30 points)</b> .		
	1	100	70
	Total	100	70

- The purpose of the comparison is to ensure a meaningful evaluation; bidders are requested
  to furnish detailed information of substantiation of compliance to the evaluation criteria. The
  service provider should at least score the minimum of 70 points out of the 100 points in
  order to be considered to the next evaluation phase.
- All information and particulars necessary to properly evaluate the tender must be furnished on submission. Incomplete particulars and documents required substantiating or insufficient documentary proof thereof will be construed to mean that the service provider is forfeiting the evaluation points in that regard.

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

#### T1.2.3 Annex 1

#### **Standard Conditions of Tender**

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

#### F.1 General

#### F.1.1 Actions

- **F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
- F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.
  - Note 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
    - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.
- **F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

- **F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.
- **F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.
- **F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:
  - a) Conflict of interest means any situation in which:
    - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
    - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
    - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
  - b) Comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

Municipality	Contractor	
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T1.2 Tender Data

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

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

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

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

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

- **F.1.5.1** An organ of state may, prior to the award of the tender, cancel a tender if-
  - a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
  - b) funds are no longer available to cover the total envisaged expenditure; or
  - c) no acceptable tenders are received.
- **F.1.5.2** The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### F.1.6 Procurement Procedures

#### F.1.6.1 General

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

#### F.1.6.2 Competitive Negotiation Procedure

- **F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.
- F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.
- **F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

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

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

#### F.1.6.3.1 Option 1

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

#### F.1.6.3.2 Option 2

- **F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
- **F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

#### F.2 Tenderer's Obligations

#### F.2.1 Eligibility

- **F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
- **F.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

#### F.2.2 Cost of Tendering

- **F.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.
- **F.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

#### F.2.3 Check Documents

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

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

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

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

#### F.2.5 Reference Documents

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

#### F.2.6 Acknowledge Addenda

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

#### F.2.7 Clarification Meeting

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

#### F.2.8 Seek Clarification

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

#### F.2.9 Insurance

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

#### F.2.10 Pricing the Tender Offer

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

#### F.2.11 Alterations to Documents

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

#### F.2.12 Alternative Tender Offers

- **F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
- **F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
- **F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

#### F.2.13 Submitting a Tender Offer

- **F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- **F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- **F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- **F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- **F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked -financial proposall and place the remaining returnable documents in an envelope marked -technical proposall. Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- **F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- **F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- **F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

#### F.2.14 Information and Data to be Completed in all Respects

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

#### F.2.15 Closing Time

- **F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- **F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

#### F.2.16 Tender offer Validity

- **F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- **F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

- **F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.
- **F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

#### F.2.17 Clarification of Tender Offer After Submission

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

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

#### F.2.18 Provide Other Material

- **F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.
- **F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

#### F.2.19 Inspections, Tests and Analysis

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

#### F.2.20 Submit Securities, Bonds and Policies

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

#### F.2.21 Check Final Draft

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

#### F.2.22 Return of Other Tender Documents

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

#### F.2.23 Certificates

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

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

#### F.3 The Employer's Undertakings

#### F.3.1 Respond to Requests from the Tenderer

- **F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.
- **F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:
  - a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
  - b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
  - c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

#### F.3.2 Issue Addenda

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

#### F.3.3 Return Late Tender Offers

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

#### F.3.4 Opening of Tender Submissions

- **F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.
- **F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
- **F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

#### F.3.5 Two-Envelope System

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

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

#### F.3.6 Non-Disclosure

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

#### F.3.7 Grounds for Rejection and Disqualification

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

#### F.3.8 Test for Responsiveness

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

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

#### F.3.9 Arithmetical Errors, Omissions and Discrepancies

- **F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:
  - a) the gross misplacement of the decimal point in any unit rate;
  - b) omissions made in completing the pricing schedule or bills of quantities; or
  - c) arithmetic errors in:
    - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
    - ii) the summation of the prices
- **F3.9.2** The employer must correct the arithmetical errors in the following manner:
  - a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
  - b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
  - c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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

#### F.3.10 Clarification of a Tender Offer

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

## Data Pertaining to CIDB Registration

#### Basis for CIDB Rating Requirement - CIDB Table 8

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

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

Contractor Grading Designation	Tender Value Range Designation	Approved Adjustment
1 (Class of Construction Works)	1	R 500 000
2 (Class of Construction Works)	2	R 1000 000
3 (Class of Construction Works)	3	R 3 000 000
4 (Class of Construction Works)	4	R 6 000 000
5 (Class of Construction Works)	5	R 10 00 000
6 (Class of Construction Works)	6	R20 000 000
7 (Class of Construction Works)	7	R60 000 000
8 (Class of Construction Works)	8	R200 000 000
9 (Class of Construction Works)	9	N/A

Information regarding the CIDB can be obtained from their website:

#### **APPLICATION**

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

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

- 3 An organ of state must-
  - (a) determine and stipulate in the tender documents-
- (i) the preference point system applicable to the tender as envisaged in regulation 6 or 7; or
- 1 The definition of "organ of state" in section 1 of the Act in paragraph (a) to (e) includes-
- a national or provincial department as defined in the Public Finance Management Act, 1999;

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

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

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

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

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

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

#### F.3.11 Evaluation of Tender Offers

#### F.3.11.1 General

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

#### TENDERS TO BE EVALUATED ON FUNCTIONALITY

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

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

#### F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

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

#### F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

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

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

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

Where

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

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

Pmin = Comparative price of lowest acceptable tender or offer.

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

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

Where-

Where

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

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

Pmin = Comparative price of lowest acceptable tender or offer.

#### 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<sub>FO</sub> is the number of tender evaluation points awarded for price.

Municipality		Contractor	
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T1.2 Tender Data

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

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

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

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

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>		
1	Highest price or discount	A = (1 +( <u>P - Pm</u> )) Pm	A = P / Pm		
2	Lowest price or percentage commission / fee	A = (1 - (P - Pm)) Pm	A = Pm / P		
a <sub>Pn</sub>	<ul> <li>a P<sub>m</sub> is the comparative offer of the most favourable comparative offer.</li> <li>P is the comparative offer of the tender offer under consideration.</li> </ul>				

#### 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;

 $M_{\rm S}$  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.

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

#### F.3.14 Prepare contract documents

- **F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:
  - a) addenda issued during the tender period,
  - b) inclusion of some of the returnable documents, and
  - c) other revisions agreed between the employer and the successful tenderer.
- **F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

#### F.3.15 Complete adjudicator's contract

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

#### F.3.16 Notice to unsuccessful tenderers

- **F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.
- **F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

#### F.3.17 Provide copies of the contracts

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

#### F.3.18 Provide written reasons for actions taken

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

#### F3.19 Transparency in the procurement process

- **F3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.
- **F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.
- **F3.19.3** The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.
- **F3.19.4** The client must publish the information on a quarterly basis which contains the following information:
  - Procurement planning process
  - Procurement method and evaluation process
  - Contract type
  - Contract status
  - Number of firms tendering
  - Cost estimate
  - Contract title
  - Contract firm(s)

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports
- **F3.19.5** The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.
- **F3.19.6** Consultative Forum must be an independent structure from the bid committees. F3.19.7 The information must be published on the employer's website.
- **F 3.19.8** Records of such disclosed information must be retained for audit purposes.

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T1.2 Tender Data

# MOGALE CITY LOCAL MUNICIPALITY



# THE TENDER:

**PART T2: RETURNABLE DOCUMENTS** 

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**T2.1 List of Returnable Documents** 

#### **PART T2: RETURNABLE DOCUMENTS**

#### **T2.1 List of Returnable Documents**

The Tenderer must complete the following returnable documents:

- T2.2.1 Record of Addenda to Tender Documents
- T2.2.2 Compulsory Enterprise Questionnaire
- T2.2.3 Authority of Signatory
- T2.2.4 MCLM Corporate Social Responsibility
- T2.2.5 Proposed Amendments and Qualifications
- T2.2.6 Declaration of Interest
- T2.2.7 Preference Points Claim Form
- T2.2.8 Declaration of Tenderer's Past Supply Chain Management Practices
- T2.2.9 Certificate of Independent Bid Determination
- T2.2.10 Capacity to Execute Work
- T2.2.11 Key Personnel/Project Team
- T2.2.12 Previous Experience
- T2.2.13 Schedule of Proposed Subcontractors
- T2.2.14 Rates for Special Materials
- T2.2.15 Certificate of Tenderers Attendance at the Clarification Meeting
- T2.2.16 Tax Compliance Pin
- T2.2.17 Certificate of Contractors Registration issued by the Construction Industry Development Board
- T2.2.18 Municipal Account
- T2.2.19 Occupational Health and Safety Questionnaire
- T2.2.20 Submit Central Supplier Database (CSD) Registration Report or Summary Report.
- T2.2.21 Bids must be submitted in original and copy of original and electronically on a USB which is PDF formatted.

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

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**T2.2 Returnable Schedules** 

#### **T2.1.1 Check List for Tender Submission**

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

SECTION	DESCRIPTION	COMPLETED		FOR OFFICE USE		
		YES	NO	YES	NO	COMMENT
Cover	Cover page completed with Tenderer's details					
T2.2.1	Record of Addenda to Tender Documents					
T2.2.2	Compulsory Enterprise Questionnaire					
T2.2.3	Authority of Signatory					
12.2.3	Attached certified copy of resolution					
T2.2.4	MCLM Corporate Social Responsibility					
12.2.4	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 42	Key Personnel/Project Team					
T2.2.12	CV's and qualifications attached					
	Previous Experience					
T2.2.13	Completion certificates/verification letter of					
	successful completion by client attached					
T2.2.14	Schedule of Proposed Sub-Contractors					
T2.2.15	Rates for Special Materials					
T2.2.16	Certificate of Tenderers Attendance at the					
12.2.10	Clarification Meeting					
T2.2.17						
12.2.11	Tax compliance Pin					
T2.2.18	Declaration of Good Standing Regarding Tax					
12.2.10	Income					
	Certificate of Contractors Registration issued by					
T2.2.19	the Construction Industry Development Board					
	CIDB certificate attached					
T2.2.20	Municipal Accounts					
12.2.20						
	Occupational Health and Safety Questionnaire					
	Attach:					
T2.2.21	Management structure & organogram					
	Human resource plan					
	Letter of good standing					
	COID Insurance					

Municipality		Contractor	
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TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**T2.2 Returnable Schedules** 

#### **PART T2: RETURNABLE DOCUMENTS**

#### **T2.2 Returnable Schedules**

#### T2.2.1 Record of Addenda to Tender Documents

	Date	Title or Details
2.		
3.		
4.		
5.		
ô.		
7.		
3.		
9.		
10.		
ttac	h additional pages	if more space is required.
	Signed	Date
	Name	Position
т		

Municipality	Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**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 r	number, if any:		
Section 3:	CIDB registration	number, if any:		
Section 4:	Particulars of sole	proprietors and partners in par	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	
Section 5: Company re		panies and close corporations		
Close corpo	ration number			
Tax referen	ce number			
Section 6: Turnover – Approximate turnover for each of the past three years				
Year 2021 R				
Year 2022	R	R		
Year 2023	R			
Anticipated turnover for 2024 R				
Section 7: Management and manpower resources				
Number of Supervisors				
Number of Labourers				
Number of Operators				
Other Personnel (Specify)				
Total number permanent employees				
Total number contract employees				

Municipality		Contractor	
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TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

T2.2 Returnable Schedules

Signed	Date	
Name	Position	
Tenderer		

Municipality	Contractor	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**T2.2 Returnable Schedules** 

# **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 o	or meeting of mer	bers passed on	,
(Mr/Me.)	has beer	duly authorised to sign all d	ocuments in connection
with the Bid for Contract number		and any Contract, which	ch may arise there from
on behalf of the Bidding Entity, namely,.			
SIGNED ON BEHALF OF THE BIDDING	G ENTITY:	NAME:	
		SIGNATURE:	
IN HIS/HERS CAPACITY AS:			
DATE:			
AUTHORISED PERSON'S SPECIMEN	SIGNATURE:		
AUTHORISED PERSON'S SPECIMEN	INITIAL:		
	*AND/OR	(SIGNATURE	i) (INITIAL)
	*AND/OR	(SIGNATURE	i) (INITIAL)
	*AND/OR		
	*AND/OR		
	* DELETE WHI	CH IS NOT APPLICABLE	
AS WITNESS: 1			

Municipality		Contractor	
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TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

T2.2 Returnable Schedules

# **T2.2.3.2 CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

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		re and hereby authorise Mr/Ms
	• •	ompany
connection with the tender offer and	-	
ormooner mar are tender ener and	any contract rocaling from t	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATOR
Lead partner		Signature
		Name
CIDB registration no		Designation
		Signature
		Name
CIDB registration no		Designation
		Signature
CIDB registration no		Name
		Designation
		Signature
NIDD		Name
CIDB registration no		Designation
Signed	Date	
Name	Position	
As Witness		

Municipality	Contractor	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**T2.2 Returnable Schedules** 

Municipality

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

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

The parties hereto form a Joint Venture for the purpose of jointly bidding and obtaining the award of contract for "PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS" (hereinafter called the "Project") and of jointly performing such contract under joint and several responsibility.

Full Name and address of Lead enterprise
%
Full Name and address of 2 <sup>nd</sup> enterprise
%
Full Name and address of 3 <sup>rd</sup> enterprise
%
The Lead Partner is hereby authorised to incur liabilities, receive instructions, payments, sign all documents in connection with the bid, and to be responsible for the entire execution and administration of the contract for and on behalf of the partners.
The parties hereto shall make available to the Joint Venture the technical advice and benefit of their individual experience and shall, in all other respects, endeavour to share the responsibility and burden of the performance of the Joint Venture.
To this end the parties hereto shall share, in the above proportions, in all risks and obligations arising out of or in connection with the Contract, especially in the provisions of all necessary working capital and guarantees, in profit and loss and personnel.
The Lead Partners shall supply, in its name, Professional Liability Insurance for the amount and period as stated in the Contract Data.
The Joint Venture may not be terminated by any of the parties hereto until either:
The contract has been awarded to another bidder
or
The work undertaken by the Joint Venture under the contract has been completed and all liabilities and claims incurred by and made by the Joint Venture have been settled, the bid is cancelled or the period of validity of bid extended.
No party to the Agreement shall be entitled to sell, assign or in any manner encumber or transfer its interest or any part thereof in the Joint Venture without obtaining the prior written consent of the other party hereto.
The Parties of the Joint Venture shall cooperate on an exclusive basis. No Party shall during the validity period of the bid submit a bid to or enter into a Contract with the MCLM or any other party for the Project, either alone or in collaboration with a third party.

Contractor

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**T2.2 Returnable Schedules** 

Authorised Signature Lead Partner				
Name				
Designation				
Signed at	on			
Authorised Signature of 2 <sup>nd</sup> Partne	r			
Name				
Designation				
Signed at	on			
Authorised Signature of 3 <sup>rd</sup> Partner				
Name				
Designation				
Signed at	on			

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

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**T2.2 Returnable Schedules** 



## **T2.2.4 MCLM Corporate Social Responsibility**

## Mogale City Corporate Social Responsibility

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

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

Please provide your registered address	s:			
Please indicate if you are a Mogale bas	sed:			
		YES	NO	
If not Mogale City based, a person duly herewith in detail.	y authorized by the	tenderer must o	complete and sig	n the declaration
<b>Declaration by Tenderer</b> I, the undersigned hereby declare and Corporate Social Responsibility, by the				
Signed	r	<b>D</b> oto		
Signed	L	Date		
Name	Pos	ition		
Tenderer				

Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**T2.2 Returnable Schedules** 

## **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		Contractor	
--------------	--	------------	--

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**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 state<sup>1</sup>.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
  - 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1	Full Name of bidder or his or her representative:
3.2	Identity Number:
3.3	Position occupied in the Company (director, trustee, 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.
- <sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

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?	
	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	
2 12	Are any of the company's directors, trustees, managers	
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 NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
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	

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	



**MBD 6.1** 

## **MOGALE CITY LOCAL MUNICIPALITY**

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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

## 1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

# 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

T2.2 Returnable Schedules

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

### 2. **DEFINITIONS**

- (a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
- (f) "**comparative price**" means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) "consortium or joint venture" means an association of person for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract:
- (h) "contact" means the agreement that results from the acceptance of a bid by an organ of state;
- "EME" means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) "Firm price" means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, the execution of the contract;
- (k) "functionality" means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (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 defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)
- (o) "rand value" means the total estimated value of a contract in South African currency, calculated at the time of the bid invitations, and includes all applicable taxes and excise duties;
- (p) "sub-contract" means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract
- (q) "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9 (1) of the Broad-Based Economic Empowerment Act and promulgated in the Government Gazzette on 9 February 2007;
- (r) "**trust**" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T2.2 Returnable Schedules

#### 3. ADJUDICATION USING A POINT SYSTEM

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

## 4. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

## 4.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 4.2.1 POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

### 5 POINTS AWARDED FOR SPECIFIC GOALS

- 5.1 In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 5.2 In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system)  (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system)  (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Within the boundaries of the Municipality	Х	10	Х	
Outside the boundaries of the Municipality, but within the		6		
West Rand District Municipality	Χ		X	
Within the boundaries of Gauteng Province	Х	4	X	
Outside the boundaries of Gauteng Province	Х	0	Х	
Youth enterprise (Enterprise owned by persons younger than 35 years).	Х	5	Х	
Gender (woman owned enterprises).	Х	5	Х	

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

5.	DECLARATION WITH REGARD TO COMPANY/FIRM
5.1	Name of company/firm:
5.2	VAT registration number:
5.3	Company registration number:
5.4	TYPE OF COMPANY/ FIRM
	□ Partnership/Joint Venture / Consortium □ One person business/sole propriety □ Close corporation □ Company □ (Pty) Limited [TICK APPLICABLE BOX]
5.5	DESCRIBE PRINCIPAL BUSINESS ACTIVITIES
5.6	COMPANY CLASSIFICATION  Manufacturer Supplier Professional parvise provider
	<ul> <li>□ Professional service provider</li> <li>□ Other service providers, e.g. transporter, .</li> <li>[TICK APPLICABLE BOX]</li> </ul>
5.7	MUNICIPAL INFORMATION
	Municipality where business is situated:
	Registered Account Number:
	Stand Number:
5.8	Total number of years the company/firm has been in business:

# 11. <u>Previous experience</u>

**T2.2 Returnable Schedules** 

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

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

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T2.2 Returnable Schedules

# 11.1 Staffing Profile

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

Name	Position in your organization	Qualifications	Experience

# 11.2 Infrastructure and resources available to execute this contract

# 11.2.1 Physical facilities

Description	Address	Area (m²)

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T2.2 Returnable Schedules

# 11.3 Plant and equipment

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

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

T2.2 Returnable Schedules

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

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

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
T2.2 Returnable Schedules

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

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

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS T2.2 Returnable Schedules

## 12. AUTHORITY FOR SIGNATORY

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

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

An <u>example</u> for a company is shown below:

Printed on company letterhead:						
" By resolution of the board of direc			2	20		
has been duly authorized to sign all			tion wit	h the	bid for	
Tender						
and any Contract, which i						
					-	
SIGNED ON BEHALF OF THE CO	MPANY					
IN HIS CAPACITY AS	CAPACIT\	/ AS				
DATE						
DATE:						
SIGNATURE OF SIGNATORY:						
AS WITNESSES: 1						
7.6 WITHEGOLO. 1						
2						

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

T2.2 Returnable Schedules

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

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

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**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.

11	0('				V	NI.
1tem 4.1	database public sec	as a company or person protor?	rs listed on the National on the State on this database were	s with the	Yes Yes	No
	in writing		e National Treasury after			
4.1.1	If so, furn	ish particulars:				
4.2	Defaulters Corrupt A  (To acce www.treas or submi	s in terms of section 29 of ctivities Act (No 12 of 2004) ess this Register enter sury.gov.za, click on the ico	s listed on the Register for the Prevention and Con?  the National Treasury's on "Register for Tender Depread on a hard copy of the Register for Tender Depread on the Register for Tender Register for Tender Depread on the Register for Tender Register for Tender Depread on the Register for Tender Depread on the Register for Tender Depread for the Register for the Regist	website,	Yes	No
4.2.1	If so, furn	ish particulars:				
4.3	(includin		ctors convicted by a cou e Republic of South Africa) rears?		Yes	2□
4.3.1	If so, furn	ish particulars:				
Municipality 1			Municipality 2			

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

T2.2 Returnable Schedules

Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes	No 🗆
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes	No 🗆
4.7.1	If so, furnish particulars:		
	ned (full name)nished on this declaration form true and correct.	certify	that the
	addition to cancellation of a contract, action may be taken against me should	I this de	claration
Signed	Date		
Name	Position		
Tenderer			

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

T2.2 Returnable Schedules

T2.2.10



MBD9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 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:

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

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

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

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**T2.2 Returnable Schedules** 

MBD 9

#### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

IDS (B&F)05/2025: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS.

(Bid Number and Description)

in response to the invitation for the bid made by:	
Mogale City Local Municipality	
(Name of Municipality / Municipal E	ntity)
do hereby make the following statements that I certify to be true and c	complete in every respect:
I certify, on behalf of:	that:
(Name of Bidder)	

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

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL`OF´CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

T2.2 Returnable Schedules

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 consortium<sup>3</sup> will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 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	
Contractor 1	Contractor 2	

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

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**T2.2 Returnable Schedules** 

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

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**T2.2 Returnable Schedules** 

Contractor 1

# 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.

tach additional pages if more space is required.  Details of major equipment that will be hired, or acquired for this contract if my/our tender is accepta Letter of intent/agreement from hiring company must be attached in the separately bot document with all the returnable schedules.  DESCRIPTION, SIZE, CAPACITY  NUMBER  Tach additional pages if more space is required.  Signed  Date  Name  Position  Tenderer	DES	SCRIPTION, SIZE, CAPACITY	NUMBER
Details of major equipment that will be hired, or acquired for this contract if my/our tender is accepta Letter of intent/agreement from hiring company must be attached in the separately bot document with all the returnable schedules.  DESCRIPTION, SIZE, CAPACITY  NUMBER  Number  Descriptio			
Details of major equipment that will be hired, or acquired for this contract if my/our tender is accepta Letter of intent/agreement from hiring company must be attached in the separately bot document with all the returnable schedules.  DESCRIPTION, SIZE, CAPACITY  NUMBER  ach additional pages if more space is required.  Signed  Date  Position			
Details of major equipment that will be hired, or acquired for this contract if my/our tender is accepta Letter of intent/agreement from hiring company must be attached in the separately bot document with all the returnable schedules.  DESCRIPTION, SIZE, CAPACITY  NUMBER  ach additional pages if more space is required.  Signed  Date  Position			
Details of major equipment that will be hired, or acquired for this contract if my/our tender is accepta Letter of intent/agreement from hiring company must be attached in the separately bot document with all the returnable schedules.  DESCRIPTION, SIZE, CAPACITY  NUMBER  ach additional pages if more space is required.  Signed  Date  Position			
Details of major equipment that will be hired, or acquired for this contract if my/our tender is accepta Letter of intent/agreement from hiring company must be attached in the separately bot document with all the returnable schedules.  DESCRIPTION, SIZE, CAPACITY  NUMBER  ach additional pages if more space is required.  Signed  Date  Position			
Details of major equipment that will be hired, or acquired for this contract if my/our tender is accepta Letter of intent/agreement from hiring company must be attached in the separately bot document with all the returnable schedules.  DESCRIPTION, SIZE, CAPACITY  NUMBER  ach additional pages if more space is required.  Signed  Date  Position			
Details of major equipment that will be hired, or acquired for this contract if my/our tender is accepta Letter of intent/agreement from hiring company must be attached in the separately bot document with all the returnable schedules.  DESCRIPTION, SIZE, CAPACITY  NUMBER  ach additional pages if more space is required.  Signed  Date  Position			
Details of major equipment that will be hired, or acquired for this contract if my/our tender is accepta Letter of intent/agreement from hiring company must be attached in the separately bot document with all the returnable schedules.  DESCRIPTION, SIZE, CAPACITY  NUMBER  ach additional pages if more space is required.  Signed  Date  Position	ach additional pages if more spa	ace is required	
ach additional pages if more space is required.  Signed Date	Letter of intent/agreement	from hiring company must be attached	
Signed Date  Name Position	DES	SCRIPTION, SIZE, CAPACITY	NUMBER
Signed Date  Name Position			
Signed Date  Name Position			
Signed Date  Name Position			
Signed Date  Name Position			
Signed Date  Name Position			
Signed Date  Name Position			
Signed Date  Name Position			
Name Position	ach additional pages if more spa	ace is required.	
Name Position	Signed	Date	
	Name		

Contractor 2

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**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	Sumi	mary of	HDI	NQF
Designation	Name of Nominee	Nationality	Qualifications	Experience and Present Occupation	Status Yes/No	Certified Yes/No
Safety Officer						
Artisan Carpenter						
Waterproofer						
Signed			Date			
Name			Position			
Tenderer						

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**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 Num	per:	
Name of Employer (firm):		
Current Position:	Years with Firm:	
Employment Record:	,	
Experience Record Pertinent to	Required Service:	
Related Project:	<b>·</b>	
Related Project:		
Related Project:		
.,		
Certification:		
	e best of my knowledge and belief, this	data correctly describes me, my
Signature of person named in the sched	ule	 Date
Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**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.

# **Artisan Carpenter:**

Name:		Date of Birth:	
Profession:		Nationality:	
Qualifications:		·	
Professional Registrat	tion Number:		
Name of Employer (fire	m):		
Current Position:		Years with Firm:	
Employment Record:			
Experience Record Pe	ertinent to Required Ser	vice:	
Related Project:			
Deleted Dreinet			
Related Project:			
Related Project:			
Certification:			
, the undersigned, certify jualifications and my expe		nowledge and belief, this da	ata correctly describes me, my
Signature of person named in			Date
Municipality 1		Municipality 2	
Contractor 1		Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**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.

١	Λ	a	t	۵	r	n	r	^	^	f	۵	r	
М	/ V	а	v	C		v		v	v	ш	C		

Name:	Date of Birth:	
Profession:	Nationality:	
Qualifications:		
Professional Registration Nur	ber:	
Name of Employer (firm):		
Current Position:	Years with Firm:	
Employment Record:	<u> </u>	
Experience Record Pertinent	o Required Service:	
Related Project:		
Dalata I Davinst		
Related Project:		
Related Project:		
Certification:		
	he best of my knowledge and belief, th	nis data correctly describes me, my
adminution and my expendition.		
Signature of person named in the sch	dule	Date
Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**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.

# **Assistant Waterproofer**

Name:		Date of Birth:	
Profession:		Nationality:	
Qualifications:			
Professional Registrat	tion Number:		
Name of Employer (fire	m):		
Current Position:		Years with Firm:	
Employment Record:			
			_
Experience Record Pe	ertinent to Required Service	<b>A</b> :	
Related Project:	Timent to Required Service	<del>.</del>	
rtolated i rejecti			
Related Project:			
Related Project:			
Certification:			
	that, to the best of my know	vledge and belief, this data	correctly describes me, my
qualifications and my expe	лепсе.		
Signature of person named in	 n the schedule		Date
Municipality 1		Municipality 2	
Contractor 1		Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**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.

# **Assistant Waterproofer**

Name:		Date of Birth:			
Profession:		Nationality:			
Qualifications:	Qualifications:				
Professional Registrat	Professional Registration Number:				
Name of Employer (fir	m):				
<b>Current Position:</b>		Years with Firm:			
Employment Record:					
			_		
Experience Record Pe	rtinent to Required Servic	e:			
Related Project:		<u>-</u>			
,					
Related Project:					
Related Project:					
related Froject.					
Certification:					
, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.					
quamicamente and my expe					
Signature of person named in	the schedule		Date		
Municipality 1		Municipality 2			
Contractor 1		Contractor 2			

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

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

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**T2.2 Returnable Schedules** 

PROJECT 3			
Name 1:	Name 1:	Related Works:	
Tel:	Tel:	Description:	
Email:	Email:	·	
Name 2:	Name 2:		
Tel:	Tel:		
Email:	Email:		
PROJECT 4			
Name 1:	Name 1:	Related Works:	
Tel:	Tel:	Description	
Email:	Email:		
Name 2:	Name 2:		
Tel:	Tel:		
Email:	Email:		
PROJECT 5	Name 1:	Related Works:	
Name 1:	Tel:	Description:	
Tel:	Email:		
Email:	Name 2:		
Name 2:	Tel:		
Tel:	Email:		
Email:			

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**T2.2 Returnable Schedules** 

### **T2.2.16 Rates for Special Materials**

Tenderer to Specify

SPECIAL MATERIAL	UNIT*	RATE OR PRICE FOR THE BASE MONTH

<sup>\*</sup>Indicate whether the material will be delivered in bulk or in containers.

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

Signed	Date	
Name	Position	
Tenderer		

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

**T2.2 Returnable Schedules** 

T2.2.17 Certificate of Tenderers Attendance at the Clarification Meeting
This is to certify that I, <i>(name in print)</i> ,
representative of (Tenderer)
of (address)
Telephone number
Fax number
visited and inspected the Site / Attended Clarification Meeting on (date)
in the company of (Engineer/Engineer's Representative)
SIGNATURE OF TENDERER'S REPRESENTATIVE:

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

## TAX COMPLIANCE STATUS (TCS) DOCUMENT.

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

**T2.2 Returnable Schedules** 

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

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

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

Tenderers Company Name		
CIDB Registration Number		
Contractors Grading		
Signed	Date	
Name	Position	
Tenderer		

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

THREE (3) YEARS

**T2.2 Returnable Schedules** 

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

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

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

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

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

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

**T2.2 Returnable Schedules** 

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

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

**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	
Contractor 1	Contractor 2	

THREE (3) YEARS
T2.2 Returnable Schedules

Municipality 1

Contractor 1

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?  What refresher training is provided and at what intervals?				
2.5					
	Please list examples.				
	Course Title	Target audience	Interval		
2.6	Has the person(s) allo	ocated as your SHE advisor f	ollowed specific SHE training?		
	Please list most recer	nt courses.			
	Does this include refr	esher training?			
	Doco uno morado ren	ooner waming.			
3.	PURCHASE OF GOODS, MATERIALS AND SERVICES			YES	NO
3.1	•	n for establishing SHE specif, materials and services?	ications as part of the		
	Please describe.				
3.2	Do you have a system equipment are carried	n, which ensures that all statu	utory inspection of plant and		
	Please give examples	of plant/equipment covered.			
3.3	Is there record of insp	ection?			
	Where is it kept?				
	Are you able to supply	y copies of these inspection r	records if required?		
3.4	Is plant and equipmenuse?	nt, which has been inspected	, identified as being safe to		
3.5	Do you evaluate the S	SHE competence of all sub-c	ontractors?		
0.0		this is achieved and how the			
4.	SHE INSPECTIONS			YES	NO
4.1	Are periodic work insp Safety Regulation 11(	•	ne supervisors or your General		

Municipality 2

Contractor 2

**T2.2 Returnable Schedules** 

4.2	Are records of these inspections kept and av	vailable?		
	7 in a received of knoos interpretation representation	anabio.		
4.3	During the inspections, are supervisors requ	ired to check that safety rules and		
	regulations (including personal protective eq	uipment) are adhered to?		
4.4	Are unsafe acts and conditions reported and	remedial actions formally		
	monitored?  Please provide examples of the above.			
	r lease provide examples of the above.			
5.	RULES AND REGULATIONS		YES	NO
5.1	Do health and safety rules and regulations e contractors?	xist for personnel and sub-		
	Do these cover:			
	General rules			
	Project rules			
	Specific task rules			
5.2	Do these rules include permit to work system	n (as applicable)		
5.3	Do you have experience of project SHE p	lans?		
	Please give examples of where these have I	peen used.		
5.4	Do you have a formal company guideline for holding pre-contract health and			
	safety meetings with the client?			
6	RISK MANAGEMENT		YES	NO
6.1	Have the following, involved in the execution	of your work been identified?		
<u> </u>	Hazards affecting health and saf			
	The groups of people who might			
	End evaluation of the risk from e	ach significant hazard?		
	Whether the risks arising are add	equately controlled?		
6.2	Are these findings and assessments recorde	ed?		
6.3	How often are they reviewed?			
	Please list the time frame, eg. Years			
6.4	For what processes/risk is personal protective	ve equipment issued?		
	Process/Risk	Type of PPE		
				1

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

**T2.2 Returnable Schedules** 

6.5	Do you have a copy of the issue lists for PPE available on request?		
7	EMERGENCY ARRANGEMENTS	YES	NO
7.1	How do you manage your arrangements for dealing with emergencies?		
	Are these communicated to your sub-contractors?		
7.2	What provision have you made for first aid?		
	E.g. Trained First Aiders		
7.3	What training do you provide to employees in Safety/Fire Fighting?		
	Please list institutions used for this training.		
8	RECRUITMENT OF PERSONNEL	YES	NO
8.1	Are health and safety factors considered when hiring personnel?		
8.2	Are medical examinations carried prior to employment?		
	In all cases.		
	Where type of work requires medical examination.		
8.3	Do you cover exit medical examination?		
8.4	How do you assess the competence of staff before an appointment is made?		
	Eg. Via trade testing, reference checks.		
9.	REPORTING AND INVESTIGATION OF ACCIDENTS, INCIDENTS AND DANGEROUS CONDITIONS	YES	NO
9.1	Do you have a procedure for reporting, investigating and recording accidents		
	and incidents?  Please supply a copy.		
0.0	In the are a standard report/investigation forms used?		
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 .?  Please provide a copy		
9.4	Please provide the following statistics for the last five years		
<i>3.</i> →	i lease provide the following statistics for the last five years		

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

THREE (3) YEARS
T2.2 Returnable Schedules

		YEAR 1	YEAR 2	YEAR 3	YEA	AR 4	YE	EAR 5
Lost time accidents per 100 employees								
Major/l	Reportable injuries per 100 employees							
Numbe	er of dangerous occurrences							
Lost m	an day due to accidents							
10.	HEALTH AND SAFETY COMMUNICAT	TION AND C	ONSULTAT	ΓΙΟΝ		YE	S	NO
10.1	Are Health and Safety Committee meeti	ngs held be	tween mana	gement and				
	appointed Health and Safety representa	itives?						
10.2	Are the results of these meetings communicated to all employees?							
	If yes, please describe method.							
10.3	Are Health and Safety meetings held?							
	At what frequency?							
	Chaired by whom?							
10.4	Do you carry out SHE promotions/campaigns?			_				
	If yes, please provide examples.							

The following documentation should also be provided with the tender:

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

# **Declaration**

/we				
Signed	Date			
Name	Position			
Tenderer				

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

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

# MOGALE CITY LOCAL MUNICIPALITY



# THE CONTRACT:

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

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

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

#### PART C1: AGREEMENTS AND CONTRACT DATA

#### **C1.1 FORM OF OFFER AND ACCEPTANCE**

#### **C1.1.1 FORM OF OFFER**

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

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

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

Tender No : IDS(B&F)05/2025

Description of Works : PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS.

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: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS. I/We offer to construct, complete and remedy any defects in the said Works in conformity with the General and the Special Conditions of Contract, Specifications, Drawings and Schedule of Quantities, save as amended by Alterations by Tenderer (if any) attached hereto, for the sum of:

Description	Tendered Amount (Rates)	VAT @ 15%	Amount (Incl. VAT)
PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS.			

In words R
or such other sum as may be ascertained in accordance with the terms of the contract.
Our proposed construction period as from site handover:

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

C1.1 Form of Offer and Acceptance

### C1.1.1 Form of Offer (Continued)

Description	Construction Period (36 months)
PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS	

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

- 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.

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

C1.1 Form of Offer and Acceptance

- 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.

The Construction /Performance Guarantee that I/We propose is:
From (Insurer Name)*1

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

Nama (Brint)	
Name (Print)	WITNESSES
Capacity	1
Signature	
	2
Name of Company	D .
Date	Date:

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

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

#### 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, Department of Infrastructure Development Services 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	
Time within Construction Guarantee to be provided	5.3.2	
Duration of Guarantee	8.2.1	
Time within which Works to be Commenced	5.3	
Programme to be furnished within	5.6	
Special Risks Insurance& SASRIA	8.6.1.2	
Amount of Special Risks Insurance	8.6.1.2	
Minimum Amount of Liability Insurance	8.6.1.3	* per cent on the gross remuneration of the workmen and foreman actually engaged. * per cent on nett cost of materials actually used.
Daywork allowances	6.5.1.2.3	
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	
Percentage advance on material not yet built into the Permanent Works	6.10.1.5	80 percent
Percentage retention	6.10.3	0% percent
Limit of retention money	6.10.3	0% percent of tender amount (excl VAT & contingencies & escalation if applicable) to be deducted from each payment certificate
Retention Money Guarantee	8.6.1.5	Not permitted
	Clause in GCC 2015	
Delivery of Contractor's final	6.10.8	

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

C1.1 Form of Offer and Acceptance

Statement		
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) MCLMfficients 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	
Contractor 1	Contractor 2	

<sup>\*</sup>If the time of completion is not stated the Contractor should fill in.

1. We in our capacities as:

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**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.

	<u>Department</u> <u>Nan</u>	<u>ne</u>				Signature
	Executive Manager: Infrastructure Development Services					
Acc	Accept your tender under reference number: IDS(B&F)05/2025:					
WA AN	FOR "PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS" indicated hereunder and/or further specified in the SCHEDULE(s).					
2.	An official order/ Letter of Appointment indicating	delivery i	nstructior	s are forth	ncomir	ng.
3.	I undertake to make payment for the goods/works conditions of the contract, within 30 (thirty) days Certificate.					
	Description			(Incl. VAT orrect Ten nt)		Construction Period 36 Months
	PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS					
4.	I confirm that I am duly authorized to sign this co	ntract.				
SIG	GNED AT			0	١	
NA	ME (PRINT)		WITNE	SSES		
SIG	GNATURE		1.			
0	FFICIAL STAMP		2.			
			DATE			
		Inicip	ality 2			
C	ontractor 1	Contrac	ctor 2			

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

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

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

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

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

C1.1 Form of Offer and Acceptance

#### C1.1.3 Schedule of Deviations

#### Notes:

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

1 Subject		
Details		
2 Subject		
Details		
3 Subject		
Details		
4 Subject		
Details		
5 Subject		
Details		
Municipality 1	Municipality 2	
· ·	Contractor 2	
Contractor 1	CONTRACTOR 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

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

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

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

For the Tendere	er:				
Signature(s)					
Name(s)					
Capacity					
oupaon,					
					•••••
Name and	(name a	nd address of organisation)			
Signature of				_	
Witness				Date:	
For the Employ	er:				
Signature(s)					
Name(s)					
(-)					
Compoitu					•••••
Capacity					
Name and					
	(name a	nd address of organisation)			
Signature of Witness				Doto	
Williess				Date:	
Manadala - DC - 4		T T	Manadada a Pr	h . O	
Municipality 1			Municipalit	ty 2	
Contractor 1			Contractor	. 2	

#### PART C1: AGREEMENTS AND CONTRACT DATA

#### **C1.2 CONTRACT DATA**

#### C1.2.1 PART 1: DATA PROVIDED BY THE EMPLOYER

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

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

REFERENCE TO:	CLAUSE	DATA	
Contractor	1.1.1.9	Name:	
		Address:	
		Contact:	
Contract Sum	1.1.1.10	Contract Sum" mea by Mogale City Loc	ans the Price tendered by the Contractor and accepted cal Municipality
Employer	1.1.15	The name of the Emp	ployer is Mogale City Local Municipality
	1.2.1	The address of the E	mployer is:
		Address (physical):	Corner Commissioner and Market Street
		Address (postal):	Krugersdorp P.O. Box 94
			Krugersdorp 1740
		Telephone: Facsimile:	(011) 951 2014/2177/2541 (011) 660 9672
		e-mail:	scmenquiries@mogalecity.gov.za
Project Manager	1.1.16	The name of the Dep	partment is Infrastructure Development Services.
	1.2.1	Mr. Ronald Mangope	
		Address (physical):	President Building 38 President Street Krugersdorp
		Address (postal):	P.O. Box 94 Krugersdorp
		Telephone: Facsimile:	1740 (011) 951 2014/2177/2541
		e-mail:	ronald.mangope@mogalecity.gov.za

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

#### 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):	ontractor is:		
	Telephone:	Fa	acsimile:	
6.8.3	The variations in the r	price of special materials:		
	Type of special mate		Unit	Rate or price

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**C1.3 Forms of Securities** 

#### **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	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

C1.3 Forms of Securities

#### 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	S:
"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" me	ans: 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" mear	ns:
Contract Details	
Project Manager and/or Engineer issues:	Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Works as defined in the Contract.

# **Performance Guarantee**

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

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**C1.3 Forms of Securities** 

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

<ol><li>Our total liability hereunder shall not exceed the sum</li></ol>	of
	(R).

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

C1.3	<b>Forms</b>	of Sec	urities
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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	
	day of	. 20
	Signed at: Date:	
	Guarantor's Signatory (1):	
	Capacity:	
	Guarantor's Signatory (2):	
	Capacity:	

# C1.3.2 Written Agreement on Occupational Health and Safety

Gauteng Provincial Government, Mogale City LM and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1992, hereinafter referred to as the

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

C1.3 Forms of Securities

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.
- f) Work should not be done at the expense of human safety or health.
- g) Work shall be executed under humane conditions, especially with reference to hours and H&S issues in mind.

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

C1.3	<b>Forms</b>	of Sec	urities
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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	On Behalf of Mogale City Municipality  Date					
Wit	nesses	1	2			
For	The Contrac	tor	Date			
Wit	nesses	1	2			

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**C1.3 Forms of Securities** 

# 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)						
(c)		Principal contractor's compensation registration number:				
2.(a)	Name and postal address of client:					
(b)		f client's contact person or a				
3 (2)		addross of designar(s) for th				
3.(a)	·	address or designer(s) for th				
(b)	Name and tel. no	of designer(s) contact perso	n:			
4.(a)	Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 6.(1).					
(b)	Name/s of principa 6.(2).	al contractor's sub-ordinate	supervisors on site appointe	ed in terms of regulation		
5.	Exact physical add	dress of the construction site	e or site office:			
6.	Nature of the cons					
7.	Expected commencement date:					
8.	Expected completion date:					
9.	Estimated maximum number of persons on the construction site.					
Munic	cipality 1		Municipality 2			
	actor 1		Contractor 2			
	Outside 1					

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

C1	3	Forme	of So	curities
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10.	Planned number of contractors on the construction site accountable to principal contractor:		
11.	Name(s) of contractors already chosen.		
	Principal Contractor	Date	
	Client	Date	
	C.I.O.I.	54.0	

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

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

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**C1.3 Forms of Securities** 

Municipality 1

Contractor 1

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

Wh	nereas	(the Contractor)		
*Co	ompany Registration No:			
Ad	dress:			
*Pa	artnership, *Close Corporation, * Public Company in his capacity a	ling to the company laws of the Republic of South Africa, (hereinafter called the contractor), represented herein by a duly authorized hereto by a or otherwise as duly signed and declared in Form F.2 of		
		and procedures shall apply to the abovementioned of the Environmental Management Plan (EMP), namely:		
a)	The Contractor undertakes to acquaint the appropriate relevant provisions of the EMP, the regulation	opriate officials and employees of the Contractor with all ns and conditions in terms of the EMP.		
b)		es, obligations and prohibitions imposed in terms of the d Environmental Officer, enforcing the conditions of the		
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)		in writing to the Engineer full Details of any investigation, a consequence of the provisions of the EMP, pursuant to		
 Fo	r The Contractor	Date		
Wi	itnesses 1	2		

Municipality 2

Contractor 2

C1.3.4 Bond for Mate	erial on Site		
Contract No:			
Employer:			
Contractor:			
Description of Contract			
do hereby bind ourselves the ownership of materia expected to pay a third properties of contractor as per clause expenses that may be serenouncing all benefits from all other exceptions which and effect of which exceptions	as surety and co-principal de I for some reason or other ca party to obtain ownership of re 62(1)(b) of the general con suffered or incurred by the E om the legal exceptions ordini h might or could be pleaded a	debtors in solidum for compensation to pass to the Employer, of material in spite of the fact that ditions of contract, and for a simployer as a result of paymers seu excussionis et divisionis against the validity of this guato be fully acquainted; provide amount of bond)	ating the Employer where it the Employer by law is at the Employer paid the ll losses, damages, and tent for material on site, is "no value received" and trantee, with the meaning
lapse on the issue of the by the Employer before is in which event this guara	(l completion certificate in terms sue of the said certificate of his ntee shall remain in force unti	Rs of the Contract, unless the si s intention to institute claims ai I all such claims are paid or se	) and will urety is advised in writing and the particulars thereof, ettled.
AT	on this	day of	20
Capacity			
Full Address:			
As Witnesses:			
1			
2*Delete whichever is inap	pplicable		

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

C1.3 Forms of Securities

C1.3.5 Ownership of Materials
Contract No:
Employer:
Contractor:
Description of Contract:
In order to facilitate payment for material on site in terms of clause 6.4.1 of the general conditions of contract, it is hereby confirmed that, although materials may have been supplied on credit to the above named Contractor, ownership of such materials, when delivered will vest with the Contractor.
In the event therefore of such materials being delivered on site or any authorized extended site, ownership thereof will then vest with the Employer in terms of clause 8.6.1 of the said general conditions of contract.
For and on Behalf of(Surety)
AT day of
Capacity
Full Address:
As Witnesses:
1
2
2
Signature Signatories for companies must establish their authority by attaching a copy of the relevant resolution of the board of directors, duly signed and dated, to this form.

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

Part C2: Pricing Data

# **MOGALE CITY LOCAL MUNICIPALITY**



# THE CONTRACT:

**PART C2: PRICING DATA** 

Municipality 1	Municipality 2	
Contractor 1	Contractor 2	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**C2.1 Schedule of Quantities** 

**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 tendererTender number:
--------------------------------

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 the "PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND
 MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND
 GENERAL PAINTING IN MOGALE CITY LOCAL MUNICIPAL OWNED BUILDINGS AND
 FACILITIES FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED"

Required by: Mogale City Local Municipality

At: Krugersdorp

Does offer comply with specification? YES/NO

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

Any enquiries regarding the tendering procedure may only be directed to: <a href="mailto:Scmenquiries@mogalecity.gov.za">Scmenquiries@mogalecity.gov.za</a>

Municipality	Contractor	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**C2.1 Schedule of Quantities** 

## **Preamble to Schedule of Quantities**

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

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

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

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

Amount: An amount tendered for an item, the extent of which is described in the schedule of quantities, the specification or elsewhere, but of which the quantity of work is not measured in units.

# "LI" Labour Intensive methods to be used in accordance with Project Specifications

3. The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and <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), and for the completed items of work as specified. Full compensation for completing and maintaining, during the maintenance period, all work shown on the drawings and specified in the specifications, and for all the risk, obligations and responsibilities specified in the general conditions of contract, special conditions of contract and the project specifications shall be considered as provided for collectively in the items of payment given in the schedule of quantities, except in so far as the quantities given in the schedule of quantities are only approximate.
- 5. The tenderer shall fill in a rate or a lump sum for each item where provision is made for it, this includes rate only items. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the schedule of quantities.

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

L	ı	
•	•	

Municipality	Contractor	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**C2.1 Schedule of Quantities** 

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

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

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

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

- 6. The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items.
- 7. The amount of work or the quantities of material stated in the schedule of quantities shall not be considered as restricting or extending the amount of work to be done or the quantity of material to be supplied by the contractor.
- 8. The statement of quantities of material or amount of work in the schedule of quantities shall not be regarded as authorization for the contractor to order material or to execute the work. The contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.
- 9. The short description of the payment items in the schedule of quantities is only given to identify the items and to provide specific details. Reference shall inter alia be made to the drawings, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entitled under each item.
- 10. The provisions of Clause 48 of the general conditions of contract shall apply to provisional sums and prime cost sums.
- 11. Subject to the conditions stated in paragraph 12 below, the rates and lump sums filled in by the tenderer in the schedule of quantities shall be final and binding, and may not be adjusted should there be any mistakes in the extensions thereof and in the amounts, appearing in the tender. Should there be any discrepancies between the tender sum and the correctly extended and totalled schedule of quantities, the rates will be regarded as being correct, and the employer shall have the right to make adjustments to the tender sum to reconcile the tender sum with the total of the schedule of quantities. Under no circumstances will tendered rates be adjusted when such errors are corrected. In such an event the contractor will be consulted but, failing agreement between the parties, the decision of the employer shall be final and binding. Adjustment of the tender sum will take place only after acceptance of the tender, but prior to the signing of the contract. In their own interest tenderers must make doubly sure of the correctness of their tendered rates, the extensions and the tender sum.
- 12. A tender may be rejected if the unit rates or lump sums for some of the items in the schedule of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the tenderer fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.
- 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	=	kilolitre
m	=	meter	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)

Municipality	Contractor	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**C2.1 Schedule of Quantities** 

m²	=	square meter	Uom	=	Unit of measure
ha	=	hectare	%	=	per cent
m³	=	cubic meter	P C sum	=	prime cost sum
I	=	litre	prov sum	=	provisional sum
mm	=	millimetre	kl	=	kilolitre

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

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

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

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

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

**PART C2: PRICING DATA** 

**C2.2 Schedule of Quantities** 

**C2.2.1 Schedule of Quantities Contents** 

1 PROVISIONAL SUMS

	_	
Municipality	Contractor	

2	WATERPROOFING
3	ROOF COVERINGS,

- **METAL WORKS** 4
- 5 **PAINTWORK**
- DEMOLITIONS, REMOVALS AND ALTERATIONS 6

Municipality	Contractor	

Item	Description	Uom	Quantity	Amount Excl. Vat (R)
	BILL NO.1 :			
1	SECTION 1A: PROVISIONAL SUMS			
	Contractual requirement (As described in section C3)			
	Psum will only be accessed and used through change/variation management process inclusive of 3 quotations request and motivation for approval by a delegated MCLM Official.			
	General items			
1,1	Budgetary Allowance: For unscheduled or non- schedule items which are not specified in the Schedule of Quantities (Determined by the Mogale City Local Municipality),	Psum	1,00	R 2 000 000
1,2	Industrial scaffolding, Specialised Machinery, Plant and Equipment	Psum	1,00	R 700 000
	TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (SECTION 1A Psum ONLY)			R 2 700 000,00

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Municipality	Contractor	

Item	Description	Uom	Quantity	Amount Excl. Vat (R)
	BILL No 1B:			
	SECTION 1B: LABOUR RATE			
	Work done between Monday and Friday from 7:30am to 4pm shall be paid as per qouted rate for that particular item.			
	Overtime during Saturdays; Sundays and Public Holidays			
1,4	Waterproofer	Hour	1,00	R
1,5	Assistant Waterproofer	Hour	1,00	R
1,6	Painter	Item	1,00	R
1,7	Assistant Painter	Item	1,00	R
	TOTAL CARRIED TO FINAL SUMMARY - YEAR 01 (SECTION 1B: LABOUR RATE)			R

Municipality	Contractor	

Item	Description	Uom	Quantity	Amount Excl. Vat (R)
	BILL NO.2 :			
2	WATERPROOFING			
	All rates tendered are to be fully inclusive of consumables. These rates to include labour, transportation and the installation there-off complete.			
	DAMP-PROOFING OF WALLS AND FLOORS			
	One layer of 375 micron DPC embossed damp proof course			
2,1	Vertical in walls	m²	1,00	R
	One layer of 250 micron green waterproof sheeting sealed at laps with tape			
2,2	Under surface beds, raft foundations, paving,	m²	1,00	R
	Primer and two coats "Bostik M6" rubber bitumen emulsion paint			
2,3	Under surface beds, raft foundations, paving,	m²	1,00	R
	Primer and two coats "Bostik M6" rubber bitumen emulsion paint			
2,4	On concrete floors	m²	1,00	R
2,5	On concrete walls and columns in foundation	m²	1,00	R
2,6	On concrete walls, columns and beams	m²	1,00	R
2,7	On fair faced brickwork	m²	1,00	R

1	O	1

Municipality		Contractor	
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	DAMPPROOFING OF FLAT ROOFS,			
	Preparation			
2,8	Remove existing flat roof waterproofing to receive new and prepare screed as per manufacturer's instruction	m²	1,00	R
2,9	Ditto in turnups, turndowns, edges, in narrow widths	m²	1,00	R
	4mm "Derbigum SP or equivalent" waterproofing			
2,10	On slabs	m²	1,00	R
2,11	On turnups, turndowns, edges, in narrow widths to walls,	m²	1,00	R
	One layer 'Derbigum SP4' waterproofing or equivalent membrane sealed by means of torchfusion or Coldbond 90 adhesive with 75mm side laps and 100mm end laps, laid under a ten year guarantee by approved specialist sub-contractor, to receive paint or other approved protection			
2,12	On flat roofs laid to falls and cross falls.	m²	1,00	R
2,13	On parapets and gutters to falls and crossfalls.	m²	1,00	R
2,14	On turn-ups and turn-downs	m²	1,00	R
2,15	Sealing edges to brickwork or concrete.	m	1,00	R
2,16	Collar around pipe not exceeding 100mm internal diameter.	No.	1,00	R
	Bondglass flexible reinforced waterproofing			
2,17	On flat roofs	m²	1,00	R
2,18	On sloping roofs	m²	1,00	R
2,19	On turnups, turndowns, edges, in narrow widths to walls,	m²	1,00	R

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Municipality		Contractor	
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2,20	Extra over for dressing waterproofing over air conditioning bases, tops, sides,	m²	1,00	R
2,21	Sealing edges to brickwork or concrete including trowelled mastic bead	m²	1,00	R
	Two layers mastic asphalt trafficable waterproofing with coarse building sand or fine stone chips evenly spread and well rolled in			
2,22	On flat roofs	m²	1,00	R
2,23	On sloping roofs	m²	1,00	R
2,24	On turnups, turndowns, edges, in narrow widths to walls,	m²	1,00	R
2,25	Extra over for dressing waterproofing over air conditioning bases, tops, sides,	m²	1,00	R
2,26	Sealing edges to brickwork or concrete including trowelled mastic bead	m	1,00	R
	Sundries			
2,27	Circular cutting to waterproofing	m	1,00	R
2,28	Dress waterproofing into 150mm pipe outlet	No	1,00	R
	PROTECTIVE STONE DRESSING			
	19mm Crushed stone dressing evenly spread with larger stones around outlets			
2,29	25mm Thick on waterproofing to flat roofs	m²	1,00	R

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Municipality		Contractor	
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TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

	PROTECTIVE ROOFING PAINT			
	Two coats bituminous aluminium paint			
2,30	On waterproofing to roofs	m²	1,00	R
	Two coats rubberized waterproofing paint			
2,31	On inside of existing box gutters, roofs,	m²	1,00	R
	Sundries			
2,32	Check, clean and refix gratings to existing rainwater outlets in flat roof waterproofing and clean downpipe and outlets	No	1,00	R
	PROTECTIVE ROOFING SHEETING			
	Type 40 bituminous fibreglass felt laid loos			
2,33	On waterproofing to roofs	m²	1,00	R
	JOINT SEALANTS			
	Compriband bitumen impregnated foam plastic joint sealing strips			
2,34	6 x 10mm In joints between frames and walls	m	1,00	R
2,35	6 x 15mm In expansion joints	m	1,00	R
	Silicone sealing compound including backing cord, bond breaker, primer,			
2,36	6 x 10mm In saw cut joints in floors	m	1,00	R
2,37	6 x 15mm In expansion joints	m	1,00	R
2,38	6 x 15mm In expansion joints in soffits including raking out expansion joint filler as necessary	m	1,00	R

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Municipality		Contractor	
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	REMOVAL OF EXISITNG WATERPROOFING SYSTEM			
2,39	Supply all labour, equipment and material and remove existing damaged waterproofing system/membrane. Strip/remove all peeling and delaminated acrylic system in all horizontal surfaces, where required, and dispose of all waste.	m²	1,00	R
2,40	Supply all labour, equipment and material and remove existing damaged waterproofing system/membrane. Strip/remove all peeling and delaminated acrylic system in all vertical surfaces, on parapets and turn-ups where required, and sloping areas on parapets where required and dispose of all waste.	m²	1,00	R
ТО	TAL CARRIED TO FINAL SUMMARY - YEAR 01 WATERPROOFING ONLY)	(BILL N	IO. 2 :	R

Municipality Contract	ctor
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Item	Description	Uom	Quantity	Amount Excl. Vat ( R )
	BILL NO. 3 :			
3	ROOF COVERINGS,			
	All rates tendered are to be fully inclusive of consumables. These rates to include labour, transportation and the installation there-off complete.			
	Concrete Roof Tiles			
	420 x 332mm concrete tiles nailed with non- corrosive tile nails to timber trusses			
3,1	Roof covering with pitch not exceeding 25 degrees	m²	1,00	R
3,2	Side cladding to gables	m²	1,00	R
3,3	Soffit cladding to overhangs	m²	1,00	R
3,4	Extra on roof covering for double course at eaves including sawn softwood tilting fillet	m	1,00	R
3,5	Circular cutting	m	1,00	R
3,6	Ridge tiles to match roofing tiles bedded and pointed in 1:3 cement mortar tinted to match tile colour	m	1,00	R
3,7	Hip tiles to match roofing tiles bedded and pointed in 1:3 cement mortar tinted to match tile colour	m	1,00	R
3,8	Verge capping tiles to match roofing tiles fixed with non-corrosive fixing accessories	m	1,00	R
3,9	Purpose made tile to end of ridge bedded and pointed in 1:3 cement mortar tinted to match tile colour	No	1,00	R
3,10	Purpose made tile to 3-way intersection of ridge with hips bedded and pointed in 1:3 cement mortar tinted to match tile colour	No	1,00	R

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Municipality	Contractor	
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TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

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		PROFILED METAL SHEETING AND ACCESSORIES			
		0.6mm Thick concealed fix "Klip-Lok 700" or equivalent approved light industrial Z275 spelter galvanised steel sheeting with "Globalcoat"or similar approved finish and colour to one side, "Globalcoat Grey" or similar approved finish to other side with and including accessories fixed to timber purlins at 2000mm centres			
	3,11	Roof covering with pitch not exceeding 25 degrees	m²	1,00	R
	3,12	Brownbuilt Klip-Lok 700 or similar approved fascia external corner trim 616mm girth, three times bent along girth	m	1,00	R
	3,13	Brownbuilt Klip-Lok 700 or similar approved gable trim 550mm girth, three times bent along girth	m	1,00	R
	3,14	Brownbuilt Klip-Lok 700 or similar approved apex flashing 550mm girth, three times bent along girth and notched on site to suit roof profile	m	1,00	R
	3,15	Brownbuilt Klip-Lok 700 or similar approved headwall flashing 375mm girth, two times bent along girth and notched on site to suit roof profile	m	1,00	R
	3,16	Brownbuilt Klip-Lok 700 or similar approved counter flashing 185mm girth, two times bent along girth	m	1,00	R
	3,17	Brownbuilt Klip-Lok 700 or similar approved broad flute polyclosers to suit roof profile	m	1,00	R
	3,18	Brownbuilt Klip-Lok 700 or similar approved narrow flute polyclosers to suit roof profile	m	1,00	R

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Municipality		Contractor	
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	PROFILED METAL SHEETING AND ACCESSORIES			
	Corrugated / IBR Chromadek roof sheeting to approved Engineer's specification			
3,19	Roof coverings with a 5 degree slope fixed to steel trusses and/or purlins with approved concealed fixings (measured true)	m2	1,00	R
3,20	Side cladding	m2	1,00	R
	Extra over roof sheeting for:			
3,21	Bullnosing to front and back end	m	1,00	R
	Ampagard or similar approved polycarbonate 1.25mm thick IBR profile sheeting and white permitted light transmission to be fixed to timber purlins at 2000mm centres all in accordance with manufacturers specifications (timber purlins elsewhere measured)			
3,22	Roof covering with pitch not exceeding 25 degrees	m²	1,00	R
	ROOF INSULATION			
	Super Sisalation or other approved Heavy Industrial Grade 420 - Double sided reflective foil laminate incorporating layers of kraft paper and reinforcing scrim, laminated together with low density polyethylene (293gsm):			
3,23	Insulation laid taut over purlins at up to 1160mm centres and fixed concurrent with roof covering including galvanised straining wire or training tape.	m²	1,00	R
	Aerolite insulation			
3,24	50mm Insulation closely fitted and laid on top of brandering between roof timbers concurrent with roof covering, all in accordance with manufacturer's instructions	m²	1,00	R

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Municipality		Contractor	
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	Factorylite' or other approved insulation laid between purlins.			
3,25	100mm thick Factorylite insulation under sisalation.	m²	1,00	R
	Sondor' or other approved corrugated pattern 'Polyclosures' closers:			
3,26	Under ridge capping.	m	1,00	R
3,27	On beam filling	m	1,00	R
	ROOF VENTILATORS			
3,28	2200mm x 650mm x 540mm Sanfintra SAFLOK 700 or equivalent Dove Grey Chromadek ridge mounted roof ventilator with 300mm wide throat, fixed in accordance with the manufacturer's recommendations.	No	1,00	R
	EAVES, VERGES, GUTTERS, DOWNPIPES			
	Pressed-fibre cement			
3,29	12 x 250mm Barge boards including galvanised steel H-profile jointing strips	m	1,00	R
3,30	15 x 250mm Fascia boards including galvanised steel H-profile jointing strips	m	1,00	R
3,31	Purpose-made gutters, Box gutter, downpipes, rainwater pipes, weep holes ( Allow prices cost item to the amount of R90.00/meter)	m	1,00	R
	Thatch Roof			
3,32	Repairs, replacement and maintenance of Thatch Roofs	m²	1,00	R
	Taking down and removing roofs, floors, panelling, ceilings, partitions,			
3,33	Steel roof sheeting from timber or steel trusses including ridge, flashings,	m²	1,00	R
3,34	Concrete tiles from timber or steel trusses including ridge, flashings,	m²	1,00	R

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3,40	<ul><li>6.4mm Nailed up ceilings including brandering cornices,</li><li>9.5mm Suspended ceiling including</li></ul>	m² m²	1,00 1,00	R R
3,39	Timber wall panneling including cleats, beads,	m²	1,00	R
3,38	Timber suspended floors including support beams,	m	1,00	R
3,37	15 x 300mm Fibre cement or timber fascia and barge boards	m	1,00	R
3,36	100 x 75mm Sheet iron down pipe	m	1,00	R
3,35	150 x 150mm Sheet iron eaves gutter	m	1,00	R

Item	Description	Uom	Quantity	Amount Excl. Vat (R)
	BILL NO. 4			
4	METALWORK - SANS 2001-CS1			
	All rates tendered are to be fully inclusive of consumables. These rates to include labour, transportation and the installation there-off complete.			
	STRUCTURAL STEELWORK SUPPLEMENTARY PREAMBLES			
	Descriptions			
	Descriptions of bolts shall be deemed to include nuts and washers			
	Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete			
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete			
	Descriptions of L-shaped and U-shaped anchor bolts shall be deemed to include bending, threading, nuts and washers and embedding in concrete. Where anchor bolts are described as embedded in sides or soffits of concrete it shall be deemed to include holes through formwork.			
	Descriptions of expansion anchors and bolts and chemical anchors and bolts shall be deemed to include nuts, washers and mortices in brickwork or concrete.			
	WELDED STEEL FRAMEWORK, COLUMNS,			
	- Canopy, Carports and Steel Structures roofing			
	Mild steel			
4,1	100 x 100 x 3mm Thick tubular section columns	m	1,00	R

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4,2	100 x 100 x 3mm Thick tubular section beams	m	1,00	R
4,3	Extra over 100 x 100 x 3mm Thick tubular section for welded angle tee, end,	No	1,00	R
4,4	50 x 50 x 3mm Tubular section purlins	m	1,00	R
4,5	Extra over 50 x 50 x 3mm tubular section steel for welded angle, tee, end,	No	1,00	R
	Plates, cleats,			
4,6	300 x 300 x 16mm Thick base plate four times holed for M10 bolts (elsewhere) welded on	No	1,00	R
4,7	100 x 100 x 3mm Thick end plate twice holed for M10 bolts (elsewhere) welded on	No	1,00	R
	Bolts,			
4,8	M10 x 450mm holding down bolt cast in concrete	No	1,00	R
4,9	M10 x 100mm expantion bolt	No	1,00	R
	- ROOFING ELEMENTS			
	Structural steel			
4,10	80 x 40 x 2,5mm x 4.35kg/m RHS	m	1,00	R
4,11	80 x 80 x 6mm x 7.34kg/m Angle	m	1,00	R
4,12	100 x 100 x 8mm x 12.20kg/m Angle	m	1,00	R
4,13	100 x 50 x 3mm CFLC @ 5.19kg/m	m	1,00	R
4,14	160 IPE @ 15.80kg/m	m	1,00	R
4,15	6mm plate	kg	1,00	R
4,16	Bolts,	kg	1,00	R

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Municipality		Contractor	
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TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

Manufactoring of special steel structure complete with connection plates welded beams, columns including stifners  Steel structure to be replace, repair,  Welded beams / columns in single lengths with flat section bearer and connection plates welded hollow-section beams, columns including stifners  -	ton	1,00	R
Welded beams / columns in single lengths with flat section bearer and connection plates welded hollow- section beams, columns including stifners	ton	1,00	R
with flat section bearer and connection plates welded hollow- section beams, columns including stifners			
-			
80 x 80 x 3mm Hollow-section beams	kg	1,00	R
80 x 80 x 3mm Hollow-section columns	kg	1,00	R
Welded columns in single lengths with flat section bearer and connection base-plates bolted to holding down boltd cast into concrete welded to base-plate on hollow-section columns,			
100 x 100 x 8mm base-plates	kg	1,00	R
Purlins and girts, bolted to steel			
Cold-formed lipped channel purlins	kg	1,00	R
One coat merit zink chromate metal primer UC53, one coat namel univerals undercoat UC1 and two coats "Plascon Velvaglo Polyurethane" or equivalent velvet enamel paint on metal work			
Steel columns	m2	1,00	R
Beams	m2	1,00	R
Purlins	m2	1,00	R
	section bearer and connection base-plates bolted to holding down boltd cast into concrete welded to base-plate on hollow-section columns,  100 x 100 x 8mm base-plates  Purlins and girts, bolted to steel  Cold-formed lipped channel purlins  One coat merit zink chromate metal primer UC53, one coat namel univerals undercoat UC1 and two coats "Plascon Velvaglo Polyurethane" or equivalent velvet enamel paint on metal work  Steel columns  Beams	section bearer and connection base-plates bolted to holding down boltd cast into concrete welded to base-plate on hollow-section columns,  100 x 100 x 8mm base-plates kg  Purlins and girts, bolted to steel  Cold-formed lipped channel purlins kg  One coat merit zink chromate metal primer UC53, one coat namel univerals undercoat UC1 and two coats "Plascon Velvaglo Polyurethane" or equivalent velvet enamel paint on metal work  Steel columns m2  Purlins m2	section bearer and connection base-plates bolted to holding down boltd cast into concrete welded to base-plate on hollow-section columns,  100 x 100 x 8mm base-plates kg 1,00  Purlins and girts, bolted to steel  Cold-formed lipped channel purlins kg 1,00  One coat merit zink chromate metal primer UC53, one coat namel univerals undercoat UC1 and two coats "Plascon Velvaglo Polyurethane" or equivalent velvet enamel paint on metal work  Steel columns m2 1,00  Purlins m2 1,00  Purlins m2 1,00

Municipality	Contractor	

Item	Description	Uom	Quantity	Amount Excl. Vat (R)
	BILL NO. 5 :			
5	PAINTWORK			
	All rates tendered are to be fully inclusive of consumables. These rates to include labour, transportation and the installation there-off complete.			
	CLEANING,			
	Wash down with approved cleaning material by specialist			
5,1	Internal face brick walls	m²	1,00	R
5,2	External face brick walls	m²	1,00	R
5,3	Granolithic to stairs and landings	m²	1,00	R
	PAINTWORK TO NEW WORK ON FLOATED PLASTER			
	One coat universal undercoat and two coats interior quality super acrylic PVA paint			
5,4	On internal plastered walls	m²	1,00	R
5,5	On internal plastered ceilings and beams	m²	1,00	R
5,6	On external plastered ceilings	m²	1,00	R
	One coat primer and two coats exterior quality super acrylic PVA paint			
5,7	On external walls	m²	1,00	R
5,8	On top of plastered ledges, cills,	m²	1,00	R
	One coat pigmented primer and two coats interior non drip enamel paint			
5,9	On internal plastered walls	m²	1,00	R

Municipality		Contractor	
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	ON PLASTER BOARD			
	One coat universal undercoat and two coats interior quality super acrylic PVA paint			
5,10	On ceilings, cornices and dry-wall partitioning .	m²	1,00	R
	ON FIBRE CEMENT			
	One coat universal primer and two coats exterior quality super acrylic PVA paint			
5,11	On fascias and barge boards .	m²	1,00	R
	ON METAL			
	Spot priming defects in pre-primed surfaces with zinc chromate primer and applying one universal undercoat and two coats non drip high gloss alkyd enamel paint on steel			
5,12	On steel doors, frames, gates, fences, grids.	m²	1,00	R
	ON WOOD			
	One coat wood primer and two coats exterior / interior quality super acrylic PVA paint			
5,13	On doors, panels .	m²	1,00	R
5,14	- On skirtings, rails, not exceeding 300mm girth	m²	1,00	R
5,15	On bulkheads not exceeding 300mm high	m	1,00	R
	Two coats interior quality varnish			
5,16	- On doors	m²	1,00	R
5,17	On skirtings, rails, not exceeding 300mm girth	m²	1,00	R

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Municipality	Contractor	
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	PAINTWORK TO PREVIOUSLY PAINTED WORK			
	ON SCREEDED FLOORS,			
	Wash down well with sugar soap, rinse with clean water and allow to dry, remove loose and flaking paint, make good cracks and defects with an interior filler, allow to dry and sand smooth, and apply two full coats stoep paint on previously painted surfaces in fair condition			
5,18	On screeded floors	m²	1,00	R
	PAINT ON PLASTER, .			
	Wash down well with sugar soap, rinse with clean water and allow to dry, remove loose and flaking paint, make good cracks and defects with an interior filler, allow to dry and sand smooth, spot prime bare and repaired areas with plaster primer thinned 20% with mineral turpentine and apply universal undercoat to repaired areas and apply two full coats acrylic PVA paint on previously painted surfaces in fair condition			
5,19	On plastered ceilings and beams	m²	1,00	R
5,20	On internal plastered walls	m²	1,00	R
5,21	Raking soffits of stairs and landings	m²	1,00	R
	Wash down well with sugar soap, rinse with clean water and allow to dry, remove loose and flaking paint, make good cracks and defects with an external filler, allow to dry and sand smooth, spot prime bare and repaired areas with plaster primer thinned 20% with mineral turpentine and apply universal undercoat to repaired areas and apply two full coats washable mat enamel paint on previously painted surfaces in fair condition			
5,22	On internal plastered walls	m²	1,00	R

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TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

C2.4 Schooling of Contribing

	Wash down well with sugar soap, rinse with clean water and allow to dry, remove any rust, loose and flaking paint and treat rusted areas only with an approved rust inhibitor, spot prime bare metal areas with zinc chromate metal primer, and apply one coat universal undercoat to primed areas and two full coats enamel on previously painted surfaces in fair condition			
5,23	On doors and pressed steel door and window frames	m²	1,00	R
5,24	On window frames	m²	1,00	R
5,25	On balustrading	m²	1,00	R
5,26	On burglar doors, bars,	m²	1,00	R
	Wash down well with sugar soap, sand down, rinse with clean water and allow to dry, remove any loose flaking varnish and treat exposed areas only with a sealer and apply two coats clear varnish on previously varnished surfaces in fair condition			
5,27	On doors, frames,	m²	1,00	R
5,28	On timber panneling	m²	1,00	R
5,29	On general surfaces of fittings, linings,	m²	1,00	R
5,30	On window cill not exceeding 300mm girth	m²	1,00	R
ТО	TAL CARRIED TO FINAL SUMMARY - YEAR 01 PAINTWORK)	(BILL N	IO. 5 :	R

Municipality	Contractor	

Item	Description	Uom	Quantity	Amount Excl. Vat (R)
	BILL NO. 6			
6	DEMOLITIONS, REMOVALS AND ALTERATIONS - SANS 2001-CM2			
	All rates tendered are to be fully inclusive of consumables. These rates to include labour, transportation and the installation there-off complete.			
	Old materials Old materials from alterations except where described to be reused or handed over, become the property of the Contractor who must allow credit for same in the item rates as described below. Old materials from the removals and alterations except where described to be reused or handed over, as well as old rubbish, must regularly be carted from the site and not be allowed to accumulate on or around the site. None of the old materials are to be used for new work except where specifically described as to be handed over by the contractor to the Employer. Such materials or articles shall be properly stored by the contractor until handing over thereof. The contractor shall obtain an official receipt listing the materials or articles and dates of handing over. If the contractor fails to submit the receipt when requested to do so it shall be deemed that the materials or articles are still in his possesion and he will be held liable to the Employer for the full replacement value thereof which amount will be deducted from any monies due to the contractor  Rates must be shown in full and extended and not lumped.  The Employer reserve the right to keep any or all of the old materials described in the schedule of quantities irrespective of such materials having been priced or not at the rates indicated against the respective items.  BUILDING UP OPENINGS			
	Brickwork in NFP bricks in class II mortar in building up openings			

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	6,1	115mm brickwall	m²	1,00	R
	6,2	230mm brick walls	m²	1,00	R
	6,3	345mm brick walls	m²	1,00	R
		Brickwork in NFP bricks in class II mortar in building up openings, including bonding new to existing and making good cement plaster on both sides (paint elsewhere mesured)			
	6,4	110mm brickwall	m²	1,00	R
	6,5	220mm brick walls	m²	1,00	R
	6,6	345mm brick walls	m²	1,00	R
		Sundries			
	6,7	Cutting toothings and bonding new brickwork to existing	m²	1,00	R
		Face bricks pointed with flush horizontal and vertical joints			
	6,8	Extra over brickwork for face brickwork in patches	m²	1,00	R
	6,9	150mm Wide brick-on-edge header course sill set sloping and slightly projecting	m	1,00	R
	6,10	Cutting toothings and bonding new face brickwork to existing	m	1,00	R
		PREPARATORY WORK TO EXISTING SURFACES			
	6,11	Cutting out joints of existing brickwork to receive plaster	m²	1,00	R
	6,12	Hacking face of existing concrete columns to receive plaster	m²	1,00	R
	6,13	Hacking face of existing concrete beams, to receive plaster	m²	1,00	R

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Municipality	Contractor	
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TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

C2.4 Schooling of Contribing

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6,14	Making good defects in existing screeded floors	m²	1,00	R
	MAKING GOOD OF FINISHES			
	Making good face brickwall			
6,15	Brickwork at end of half brick wall	m	1,00	R
6,16	Brickwork at end of one brick wall	m	1,00	R
	Making good "Rhino" gypsum plasterboard ceilings and brandering			
6,17	Ceiling in patches	m²	1,00	R
6,18	Ceilings where half brick walls removed	m²	1,00	R
6,19	Ceilings where one brick walls removed	m²	1,00	R
6,20	Traps Door in gypsum ceiling, size 650mm x 650mm	m²	1,00	R
6,21	Traps Door in fibre cement ceiling, size 650mm x 650mm	m²	1,00	R
	Making good vinyl floor tiles			
6,22	Floors in patches	m²	1,00	R
6,23	Floors where partitions removed	m	1,00	R
6,24	Floors where one brick walls removed	m	1,00	R
6,25	Floors where one brick walls removed	m	1,00	R
	Making good untinted granolithic			
6,26	Making good screed where brick walls, removed not exceeding 300mm wide	m	1,00	R
	Making good cement screeds			

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Municipality		Contractor	
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6,27	30mm thick floors in patches	m²	1,00	R
0,21	patonos	111-	1,00	
6,28	Making good screed where brick walls, removed not exceeding 300mm wide	m	1,00	R
6,29	Making good plaster to face of walls where brick walls, removed not exceeding 300mm wide	m	1,00	R
6,30	Making good plaster to concrete ceiling where wall removed not exceeding 300mm wide	m	1,00	R
	Making good internal cement plaster			
6,31	Walls in patches	m²	1,00	R
6,32	Concrete ceilings in patches	m²	1,00	R
6,33	Walls where half brick walls removed	m²	1,00	R
6,34	Walls where one brick walls removed	m²	1,00	R
6,35	Concrete ceilings where half brick walls removed	m²	1,00	R
6,36	Concrete ceilings where one brick walls removed	m²	1,00	R
	Making good white glazed tiles			
6,37	Walls in patches	m²	1,00	R
6,38	Walls where half brick walls removed	m²	1,00	R
6,39	Walls where one brick walls removed	m²	1,00	R
	Making good porcelain tiles			
6,40	Walls in patches	m²	1,00	R
6,41	Walls where half brick walls removed	m²	1,00	R
6,42	Walls where one brick walls removed	m²	1,00	R
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Municipality		Contractor	
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TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

**C2.1 Schedule of Quantities** 

CARRIED TO FINAL SUMMARY - YEAR 01 DEMOLITIONS, REMOVALS AND ALTERAT	•	IO. 6 -	R

# MOGALE CITY LOCAL MUNICIPALITY REPAIRS AND MAINTENANCE OF WATERPROOF, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN **REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS BILL RANDS** NO: **SECTION 1A: PROVISIONAL SUMS** R 2 700 000,00 **1A 1B SECTION 1B: LABOUR RATE** R WATERPROOFING 2 R 3 **ROOF COVERINGS,** R 4 **METALWORK - SANS 2001-CS1** R 5 **PAINTWORK** R **DEMOLITIONS, REMOVALS AND** R 6 **ALTERATIONS - SANS 2001-CM2** R SUB-TOTAL **VAT: 15%** R TOTAL R

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

Municipality	Contractor	

122

TENDER NO: IDS (B&F) 05/2025 TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTEN PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN R THREE (3) YEARS C2.1 Schedule of Quantities	•
Signature of persons authorized to sign tender documents	Date

TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
C2.1 Scope of Work

# **MOGALE CITY LOCAL MUNICIPALITY**



THE CONTRACT:

**PART C3: SCOPE OF WORK** 

Municipality	Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

## PART C3: SCOPE OF WORK

## C3.1 Description of the Works

# C3.1.1 General

C2.1 Scope of Work

The Standardized Specifications applicable to these contracts are listed in the Project Specification i.e., Minor Repairs and Maintenance of Waterproofing, Damp Proofing, Roofing Elements and General Painting.

#### C3.1.2 Status

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

## C3.1.3 Employers Objectives

The objective of the Employer is to appoint a maintenance Contractor/s for the execution of the identified work within time, cost, and performance and quality standards for Mogale City's building portfolio as listed in Part C4 – Site information

#### C3.1.4 Overview of the Works

Mogale City Local Municipality (MCLM) primary objectives is to maintain the municipal building infrastructure. This contract will cover the painting and waterproofing of the buildings and facilities portfolio.

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

Contractors may make use of sub-contractors for a specialized service where the required skills are not available. Sub-contractors shall be based within the boundaries of Mogale City. A SLA (Service Level Agreement) must be signed by the Contractor as well as any other sub-contractor involved in the maintenance.

MCLM has a wide and diverse range of properties in its portfolio. This ranges from residential units to office accommodation, sport and recreation facilities to the civic centre. The applicable maintenance items are as far as possible captured in the Schedule of Quantities and the related specifications. This tender is, however, not limited to the listed items and the price and specifications for items not listed will be negotiated with the contractor but as far as possible be paid by the tendered rates for materials and consumables.

Repairs and Maintenance of Waterproofing, Damp Proofing, Roofing Elements and General Painting in the various MCLM buildings needs to be done in a structured manner. The work need to be carried out by suitably qualified and experienced artisans. Tasks will be requested and managed in a well-defined manner with strict monitoring systems and principals.

## C3.1.5 DILIGENCE

#### **Termination**

If it is found that;

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

Municipality	Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

C2.1 Scope of Work

## PART C3: SCOPE OF WORK

## C3.2.1 Project Specifications

## C3.2.1.1 General Description

The scope constitutes Minor Repairs and Maintenance Works. The Minor Works will be carried out by the Contractors under this Contract in the whole area of jurisdiction of the MCLM as indicated in Section C4 of this contract. Minor Work is defined in terms of CIDB: Standard for Uniformity in Engineering and Construction Works Contracts of 2019, as simpler/straightforward/routine work – where the tasks or activities are of a straightforward nature in terms of which inputs are relatively well known and outputs can be readily defined.

The buildings comprise of roofs in terms of heights, finishes and construction. The roofs are grouped into three, namely flat concrete roofs, clay tiled pitched roofs, and sheet metal pitched roofs.

Each building with its finishes and furnishings may require work that may include any one or more of the following activities as set out in clause C3.2.3 below: repair, servicing, testing and maintenance during the term of the Contract.

# C3.2.2 Description of site

The locations of the works are in Mogale City as shown in Part C4 – Site information.

#### C3.2.3 Details of contract

The contract consists of minor repair and maintenance works to buildings in each area. The following activities are included:

- Painting and waterproofing to all building and building related Building infrastructure: Ceilings, doors, walls, windows, and roofs, including but not limited to:
- Painting of:
  - a) Gates and fences
  - b) Carports and steel structures
  - c) Verandah's and canopies
  - d) New works
- General fault finding and waterproofing of
  - e) Roofs
  - f) Windows and doors
  - g) Torch-on waterproofing systems
- Damp proofing with an approved liquid waterproofing system or cementitious waterproofing system
- Minor repairs and maintenance work of various roofing elements and coverings

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

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

The contract provides the provisional sums and prime cost amounts for relevant specialist and unscheduled work:

In general, specialist installations envisaged will be of the following, but not limited to;

1	26

Municipality	Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

C2.1 Scope of Work

- Thatch roofing;
- o Industrial scaffolding, plant and equipment.
- Gutters, downpipes, and box gutters; Weep holes, wherever encountered and necessary; and
- Other related and relevant work

Panel of contractors for the repairs and maintenance of waterproofing, damp proofing, roofing elements and general painting on an as and when required basis for the period of three (3) years, which will consequently mean that these contractors will, depending on the number appointed, indiscriminately be dispatched to all areas without being specifically dedicated a specific area. Prospective contractors will have to keep this in mind when preparing their bid because the scale of operations will be affected by the number of contractors appointed as well as areas where work is to be executed.

## **C3.2.4** Contract Management

# C.3.2.4.1 Submission by Contractor

The Contractor shall always submit the following documents but not limited:

- Certificates of Compliance (For all new installations),
- Valid warrantees and/or guarantees for new parts,
- Job cards (Signed and Completed),
- Reports (inclusive of pictures before and after) for every payment certificate or invoicing.

In addition to the above, recent CIDB Standard for Contractor Performance will be applicable.

## C3.2.5 Features requiring special attention

## **C3.2.5.1** Repairs

The Contractor shall have enough staff, equipment and materials to attend to various repairs simultaneously.

## (a) Breakdown Repairs

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

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

## C3.2.5.2 Replacement of items

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

# C3.2.6 Site to be kept clean

During progress of the works and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials

Municipality	Contractor	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
C2.1 Scope of Work

and equipment for which he/she is responsible in an orderly and safe manner and shall keep the site free from debris and obstructions inter alia in compliance with Construction Regulations, 2014, as promulgated in Government Gazette No: 37307 and Regulation Gazette No: 10113 of 07 February 2014, in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) (OHS), as amended.

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

# C3.2.7 SANS specifications and codes of practice

All reference in this document to South African National Standards (SANS) specifications and codes of practice, or any other standard specifications or codes of practice, including National Building Regulations and Standards Act (Act 103 of 1973) (NBRs), and Regulations as amended, shall be deemed references to the latest issues of such specifications and codes.

#### C3.2.8 Materials

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

The MCLM delegated official reserves the right to:

- a) Supply to the Contractor new parts, components and materials required to undertake repairs, or
- b) If the price submitted by the Contractor is unacceptably high, obtain quotations for such new parts, components and materials from other independent sources, and after making reasonable allowance for Contractor's mark-up, adjust the Contractor's price accordingly.

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

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

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

## C3.2.9 Protection of furniture and equipment

Most of the work to be done inside buildings and residential accommodation will be carried out where there is furniture and other equipment.

The Contractor shall be responsible for moving the furniture and equipment in order to provide working space for his/her personnel. The movement of furniture and equipment shall be kept to the very minimum

Municipality	Contractor	
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TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS C2.1 Scope of Work

and the Contractor shall be solely responsible for any damage to furniture or equipment arising from its removal and/or replacement.

Municipality	Contractor	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

C2.1 Scope of Work

# **C3.2.10 Quality Control**

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

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

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

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

### C3.2.11 Additional Work

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

Should the Employer decide during the Contract period to add to the scope of the repair work under his/her Contract, such additional work shall be carried out without in any way detrimentally affecting repair and maintenance work already in progress. To achieve this, the Contractor shall employ enough additional staff and bring onto the Site such extra equipment as may be necessary. Payment for such additional work will be at negotiated rates only if the work is different to that already in progress.

## C3.2.12 Applicable Standardized Specifications

For the purposes of this Contract, the following SANS 1200 Standardized Specifications shall apply:

o SANS 1200 A: General

# C3.2.13 Operational costs

The bid is for the operational costs incurred by contractors only. All operational costs, including transport costs to be incurred by the contractor to render the service must be calculated and expressed in a rate per hour worked in the Schedule of Quantities in the Bid Document:

- a) Should it be required of a contractor to work outside normal office hours (7H30 to 16H00) the after hourly rates as tendered will be applicable.
- b) Contractor to provide reports per building and/or work assigned; and not limited to: response time, types of repairs required and cost, at no extra cost, guarantees, provision to be made for in the Schedule of Quantities, maintenance manual, conclusion, and recommendation.

Municipality	Contractor	

C2.1 Scope of Work

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

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

The specified material items listed in the Schedule of Quantities shall be priced complete with all installation material required for the installation of each item. Furthermore, the supply and delivery of different equipment and installation should be covered by labour rates separately.

# C3.2.15 Consumables

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

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

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

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

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

#### C3.2.16 Call outs, estimates and works orders

Contractors will be called out by telephone or cell phone to give an estimate on the repairs to be affected at a specific building in accordance with a works order issued by Mogale City official concerned as and when required.

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

The estimate will be evaluated by Mogale City official concerned and if satisfied that the costs and time frames are reasonable an **approved WO** will be faxed and/or emailed to the provided by the contractor for this purpose.

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

Municipality	Contractor	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

# C3.2.17 Invoicing

C2.1 Scope of Work

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

# a) Itemised Cost

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

# b) Operational Costs

Invoices must show operational costs separately from costs of Itemised items and Consumables.

Operational cost shall comprise of the following:

- Transport cost will be as per the rate tendered for different vehicles required to complete the repair and correction of the installation.
- Labour cost claimed shall be for work required to be done during normal hours, after hours, weekend, and/or on public holidays. It must be invoiced as the number of hours worked as the rate tendered for different personnel utilised.

# c) Cost of Consumables

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

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

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

# C3.2.18 Signing-off of WO's

- a) After completion of work as specified in WO the relevant Inspector within the Facilities and Buildings Management Division: Building Maintenance section will inspect the work and if satisfied, sign off the WO and hand the original back to the contractor.
- b) A copy of the signed-off WO must be attached to invoices submitted by the contractor as not to delay payment.
- A Certificate of Compliance and/or Completion for the specific work must be attached to the Contractor's invoice.

Municipality	Contractor	

TENDER NO: IDS (B&F) 05/2025
TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATE

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

C2.1 Scope of Work

### **C3.2.19 Performance Management**

- a) Contractors must at all times have due regard for the safety of people on sites, according to the Occupational Health and Safety Act, 1993 (Act 85 of 1993)
   (OHS) and its Regulations as amended. All onsite incidences shall be reported to the MCLM safety officers, with the relevant procedures shall be at-hear-to.
- b) Contractor's personnel shall wear safety clothes branded with the contractor company name and carry approved company ID cards with their picture.
- c) All work to be performed shall comply with SANS 10142-1 and SANS 10142-2 and the standard specification of Mogale City.
- d) Work to be done professionally with due regard not to damage household goods wilfully; all damaged items shall be recovered from the contractor.
- e) No work may be initiated by the contractor without having been expressly instructed to do so by the delegated Mogale City Official.
- f) Invoices will only be processed for payment after the responsible Mogale City Official has inspected the work, is satisfied with its execution, and signed-off the works order.
- g) In cases where poor workmanship is identified, the Mogale City reserves the right to recover costs incurred in correcting the poor workmanship.

### C3.2.20 Special conditions

- a) OHS: In terms of section, 37(2) of the Act a valid contractual agreement must be in place between the Employer (MCLM) and the contractor before the contractor can go on site.
- b) Safety file must be submitted within 14 days from the date of submission of the acceptance letter by the contract to the OHS officer for approval.
- c) No service request shall be issued by the MCLM delegated official prior to the approval of the contract's safety file
- d) Contractor must ensure that should there be any compliance issue raised by the OHS Practitioner after submission of the generic file, they comply with same to ensure that the Safety file is approved.
- e) Should the safety file be not approved within 30 days from date of submission, then the appointment of the Contractor shall lapse.
- f) All the work shall carry an unconditional guarantee of 12 months, calculated from the date of completion.
- g) The MCLM delegated official shall inspect and confirm that all material ordered and delivered complies with applicable industry standards before contractor commencement to work
- h) Successful bidders whose pricing is above market related rates shall be appointed and remunerated on basis of market related rate.
- i) Successful bidders whose pricing is below the market related rate shall be appointed and remunerated on basis of their pricing.
- j) In line with supra (h and i) above, bidders whose rates are both in the higher and low spectrum of the market related rates shall be remunerated on market related rates and their rates where they come lower.
- k) It must be noted that in line with supra (h,i and j) MCLM shall not remunerate any successful bidder above market related rates
- All material, parts, equipment, fittings, fixtures and technological items must comply with SABS and relevant SANS specifications. MCLM will not accept any substandard material, parts, equipment, fittings, fixtures and technological items,

Municipality	Contractor	
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THREE (3) YEARS
C2.1 Scope of Work

#### C3.2.21 Extent of works

This contract comprise mainly the following components of which the elements requiring Painting and waterproofing are:

- Painting and waterproofing to all building and building related Building infrastructure:
   Ceilings, doors, walls, windows, and roofs, including but not limited to:
- o Painting of:
- h) Gates and fences
- i) Carports and steel structures
- j) Verandah's and canopies
- k) New works
- General fault finding and waterproofing of
  - ) Roofs
  - m) Windows and doors
  - n) Torch-on waterproofing systems
- Damp proofing with an approved liquid waterproofing system or cementations waterproofing system
- Repairs and maintenance of roofing elements

# C3.2.22 Ordering of Materials

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

# C3.2.23 Plant

# General

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

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

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

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Municipality		Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF

THREE (3) YEARS
C2.1 Scope of Work

### C3.3 Health and Safety

# C3.3.1 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

# (a) Construction Regulations, 2014

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

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

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

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

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

### **C3.4 Technical Specifications**

# MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, SEALING AND PAINTING OF ROOFS

MCLM's objectives in terms of this specific contract are therefore to ensure protection of all these properties against damage from rainwater and moisture. Given the specialised nature of this function, the work to be contracted hereunder will require strictly the CIDB Grading as indicated hereunder, and this to be produced with every assignment of waterproofing project.

### (a) QUALITY OF MATERIALS

Material used shall be new and shall comply with the requirements of the relevant South African National Standards (SANS) specifications.

The successful bidder shall provide the representative of the Building Maintenance section with a file of samples with waterproofing material to be used for all new waterproofing to be installed in terms of this tender and criteria above within 7 (seven) days after being notified of the successful bid.

Municipality	Contractor	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

C2.1 Scope of Work

# (b) NOTES TO CONTRACTOR

All waterproofing to be laid in strict accordance with the manufacturer/s' requirements. Manufacturer/s' details and specification must be submitted to MCLM's representative before any work on site commences and brief details must be submitted with the tender. All material and workmanship must comply with the relevant SANS specifications as may be applicable to the system and material proposed. Contractor to design and detail the proposed system and this must include all parapet walls, up-stands and flat or sloping surfaces including the Air-Conditioning (AC) plant room areas.

The supplier to specify the type of waterproofing system on his/her proposal, and to be attached. The guarantee shall cover all areas, flashings, expansion joints, steps, drain pipes and areas around, and under AC plants, as may be required in order to render the total roof area waterproof.

The contractor and the supplier of material/owner of material/designer of the system shall be jointly and severally bound for the supply of material and workmanship of the work for at least 10 years calculated from the date of practical completion.

The employer shall not release any payment until receipt and acceptance of the said guarantee. This guarantee shall be delivered not later than 7 days after the letter of acceptance.

Contractors to engage the supplier of the proposed waterproofing system and material to be used, in order to propose the most suitable system for this particular application. It is the contractor/s' responsibility to determine whether and how much of the existing material on flat areas and on the parapets and up-stands must be stripped or removed.

The Contractor shall employ, manage and maintain a Quality Control, and recording system, approved by the Supplier of the Material and/or Author/Owner/Designer of the System and accepted by the MCLM representative.

The Contractor shall notify the MCLM's representative of the completion of each process/section of the work for inspection and witnessing. The signature of the MCLM's representative will not release the Contractor from any responsibility or liability concerning the quality of the work. On completion of the work, but before acceptance of practical completion, the Contractor shall submit to the Employer's representative a complete set of originally completed and signed Quality Assurance forms for approval and record keeping. The contractor to price and allows for any other items including storage, removal of stripped material, ., that is necessary for the execution of the project.

All stripped material must be kept in a secure and enclosed area to prevent pollution of the stream and environment. Old and stripped material to be kept bundled and in small pieces and free of dust, to be stored in bins or bags. All waste to be removed daily.

The contractor must satisfy him/herself before tendering that he/she can obtain all the necessary materials, tools and equipment for the proper completion of the service to the entire satisfaction of the MCLM's representative and the officer in charge of the service. The contractor to familiarize him/herself with the location of site to price his/her quotation accordingly.

<u>NOTE</u>: It is the responsibility of the contractor that all work and working conditions for the service, is done and maintained in accordance with all relevant safety regulations as accepted and laid down by the Department of Labour, such as the OHS, and any of its regulations that are or may come into force during the duration of the service.

Contractual requirements: To include inter alia: Full Guarantee, OHS requirements, Quality Control, Programming Basic design of system.

136

Establishment of tools, plant, equipment, and personnel on site

Municipality	Contractor	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

C2.1 Scope of Work

#### 3.4.1 Procedure of Work

- Clean roof surface
- Remove, in sections and progressively, all existing water proofing from roof surface.
- o Prepare roof surfaces to receive new water proofing membrane.
- Treat and prepare all movement joints in concrete.
- Treat and prepare all visible surface cracks, loose screed.
- Apply and install new water proofing membrane.
- Supply and use of all labour, material, plant and equipment needed to complete the work successfully.
- Painting to new waterproofing
- Painting of existing steel
- Adherence to all National safety requirements during execution of the works.
- Submission of Guarantee. (See details elsewhere)
- Handover of the site.

### 3.4.2 New Waterproofing

### (a) Old, wet and deteriorated waterproofing materials shall be ripped up and removed.

All waterproofing is to be applied in strict accordance with the manufacturer/s' requirements. Contractors shall

Lodge a Ten-Year Guarantee on all new roofs to be waterproofed prior to commencement of the work.

<u>Note:</u>Generally, the waterproofing requirements are that all screeds, concrete or brick surfaces to be waterproofed, be dry, firm, smooth and free of loose aggregate.

The waterproofing membrane is to be applied fully bonded. Surfaces to which waterproofing is laid torch-on are to be fully primed with a bitumen primer.

Waterproofing shall consist of unspoilt sheets and, unless otherwise described, lapped with 100mm wide side laps and 150mm wide end laps, the waterproofing membrane to be well sealed at all laps, angles, edges and fillets by torch-on fusion.

# (b) Waterproofing

Supply all labour and material to install new one layer best quality torch-on system or any OTHER SANS APPROVED WATERPROOFING SYSTEM to be inspected by the supplier of material on completion including the guarantee of the system

4mm Thick fully bonded and sealed to the roof deck by torch-on fusion. Side laps 100mm and end laps 150mm sealed together by torch-on fusion turn-up and turn-downs. Similarly fused to the primed surfaces and well-fixed to angles, outlets, fillets, and flat edges, including all square cutting and waste.

The whole treatment finished with two coats of bituminous aluminium paint.

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Municipality	Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
C2.1 Scope of Work

### 3.4.3 Specification for Balcony Areas

### Ten-Year Guarantee

- 1. Prime the smooth screed surfaces (by others) and the turn-ups with Tal Primer. Allow to dry.
- 2. Apply a base coat of Tal Superflex I or equivalent approved acrylic emulsion to the primed surfaces and whilst wet, embed a reinforcing layer of WP 1100 polyester fabric with overlaps of 50mm wide. Allow to drv.
- 3. Apply an impregnating coat of the acrylic emulsion to the treated surfaces and ensure that complete saturation of the membrane is obtained. Allow to dry thoroughly.
- 4. Apply a final top coat of Tal Superflex I or equivalent approved acrylic emulsion and allow to dry. The whole application is to be left in its natural white finish (to receive paving tiles by yourselves or others Refer item 3 in the General Notes below)

The Tal Superflex I or equivalent approved waterproofing system must be allowed to dry for at least 3 days (depending on ambient conditions) before the paving tiles are laid on the balconies. We would also recommend that the balconies should not be used for a week after the tiles and grouting have been installed. This ensures the installation is thoroughly cured.

It is imperative that Tal Goldstar 6 or equivalent approved adhesive mixed with Tal Bond or equivalent approved (replacing the water in the mix) must be used to fix the tiles in a solid bed of adhesive after completion of the waterproofing.

Similarly, Tal or equivalent approved Floor Grout mixed with Tal Bond or equivalent approved must be used for the grouting. Should you require further information in this regard, kindly contact our office.

# 3.4.4 Specification for Flat Concrete Roof Areas – New Work

# Ten-Year Guarantee

- 1. Sweep the roof surfaces to remove loose dirt .
- 2. Prime the roof decks, parapet walls and the turn-ups with bituminous primer. Allow solvents to flash off.
- 3. On a smooth prepared screed to falls (by others), supply and lay one layer of Derbigum Special Polyester (SP4) or equivalent approved dual reinforced roofing, 4mm thick, lapped 75mm on sides and 100mm on ends, fully bonded to the roof decks by 'torch-on' L.P. gas fusion.
- 4. On a smooth plastered surface (by others), supply and lay one layer of Derbigum Special Polyester SP4 or equivalent approved dual reinforced polyester roofing, 4mm thick, lapped 75mm on sides, fully bonded to the parapet walls by 'torch-on' L.P. gas fusion.
- 5. Apply stitch-bond polyester flashings, 150mm wide embedded in Daraflex or equivalent approved rubberised bitumen emulsion to the turn-ups.
- 6. Apply a protective coat of A.B.E. 'Silvakote' or equivalent approved bituminous-based aluminium paint to the treated roof surfaces, parapet walls and the turn-ups.

Municipality		Contractor	
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TENDER NO: IDS (B&F) 05/2025
TENDER: BANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD

OF THREE (3) YEARS C2.1 Scope of Work

# 3.4.5 Specification for Flat Concrete Roof Areas – Removal of Existing Waterproofing

# **Ten-Year Guarantee**

- 1. Rip up the existing waterproofing. Remove all old materials from site and dump.
- 2. Sweep the roof surface to remove loose dirt and dust .
- 3. Prime the entire roof surface and the turn-ups with bituminous primer. Allow solvents to flash off.
- 4. Supply and lay one layer of Derbigum Special (SP4) or equivalent approved polyester roofing, 4mm thick, lapped 75mm on sides and 100mm on ends, fully bonded by 'torch-on' L.P. gas fusion.
- 5. Apply stitch bond polyester flashings, 150mm wide embedded in Daraflex or equivalent approved rubberised bitumen emulsion to the turn-ups.
- 6. Apply a protective coat of A.B.E. 'Silvakote' or equivalent approved bituminous-based aluminium paint to the treated roof area and the turn-ups.

# 3.4.5 Specification for Flat Concrete Roof Areas - Sealing Waterproofing Over Existing

# Ten-Year Guarantee

- 1. Cut the bubbles and seal down all the raised and deteriorated places in the existing waterproofing system by means of a heated steel trowel or naked gas flame.
- 2. Sweep the roof surface to remove all loose dirt and dust .
- 3. Prime the roof deck and the turn-ups with bituminous primer. Allow solvents to flash off.
- 4. Over the existing waterproofing on the horizontal roof surface, supply and lay one layer of Derbigum Uni-Torch or equivalent approved polyester roofing, 4mm thick, lapped 75mm on sides and 100mm on ends, fully bonded to the roof deck and the turn ups by 'torch-on' L.P. gas fusion.
- 5. Apply stitchbond polyester flashings, 150mm wide embedded in Daraflex or equivalent approved rubberised bitumen emulsion to the turn-ups.
- 6. Apply a protective coat of A.B.E. 'Silvakote' or equivalent approved bituminous based aluminium paint to the roof surface and the turn-ups.

Municipality	Contractor	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS

C2.1 Scope of Work

# 3.4.6 Specification for Flat Concrete Roof Areas - Maintenance

- 1. Clean all the rainwater outlets of loose dirt and leaves .
- 2. Check all side and end laps of the existing waterproofing system for possible delamination and reseal where necessary by means of a heated steel trowel or naked gas flame.
- 3. Supply and seal one layer of Derbigum Uni-torch or equivalent approved polyester roofing 4mm thick, in patches over all places where the existing waterproofing system is showing signs of deterioration.
- 4. Check the existing waterproofing membrane generally for further weak and suspect places and repair as necessary. (Flashings, turn ups, splits, ruptures, dressing into outlets, corners, parapet walls, penetrations, .).
- 5. Coat all the rainwater outlets with Daraflex or equivalent approved rubberised bitumen emulsion. Allow to dry.
- 6. Sweep the roof surface to remove all loose dirt and dust .
- 7. Repaint the existing waterproofing treatment with a protective coat of A.B.E. 'Silvakote' or equivalent approved bituminous-based aluminium paint.

# 3.4.7 Specification for Expansion Joints to Flat Concrete Roof Areas

Clean all the areas, outlets, ., of loose dirt, and leaves.

### (a) Expansion Joints Across or with Roof Slope

1. Dress expansion joints with one layer of 1mm thick Neoprene rubber in strips of 300mm wide lapped with 100mm laps in the length and laid along and dressed into joint with both long edges pressure sealed with Neoprene 1010 sealer for a width of 100mm to waterproofing under; two strips of glass fiber membrane each 100mm wide lapped with 50mm laps in the length both set in bitumen liquid along outer edges of rubber strips; and including all angles, ends, junctions, and passing's, .

### (b) Expansion Joints between Roof Slab and Side Wall

- 1. Lay 10 x 10mm Triangular bitumen mastic fillet along terminating edges abutting brick or concrete and waterproofing and include all angles, and ends, .
- 2. Lay 150mm Girth glass fiber/polyester membrane flashing sealed along length to brick or concrete and waterproofing and include all angles and ends, .

### (c) Expansion Joints between Roof Slab and Side Wall

1. Dress expansion joints with one layer of 1mm thick Neoprene rubber in strips of 300mm wide lapped with 100mm laps in the length and laid along and dressed into joint with both long edges pressure sealed with Neoprene 1010 sealer for a width of 100mm to waterproofing under; two strips of glass fiber membrane each 100mm wide lapped with 50mm laps in the length both set in bitumen liquid along outer edges of rubber strips; and including all angles, ends, junctions, and passing's, .

Municipality	Contractor	
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TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF THREE (3) YEARS
C2.1 Scope of Work

### 3.4.8 Waterproofing to Metal Roofs

- Wire brush the metal roof surface to remove all loose rust and paint.
- 2. Rinse off thoroughly to remove all loose matter and allow to dry.
- 3. Pop rivet all seams, overlaps and flashings where necessary.
- Abrade all corroded places to remove rust and then apply a coat of NS4 rust converter to the treated surfaces. Allow to cure.
- 5. Prime all surfaces where the Daraflex or equivalent approved waterproofing system is to be applied with Daraflex bituminous primer and allow to dry.
- 6. Apply Daraflex or similar approved bituminous emulsion waterproofing system embedded in a stitchbond polyester supporting membrane 150mm wide over all the side laps.
- 7. Ditto but in 50 x 50mm patches over the roof screw heads.
- Apply Daraflex or equivalent approved bituminous rubberised emulsion waterproofing system over the ridge capping's and sidewall flashings.
- 9. When dry, apply a protective coat of A.B.E. 'Silvakote' or equivalent approved bituminous-based aluminium paint to the entire roof area.

# (c) COMPLETION

When all work detailed has been completed, clear the area by removing all the rubble related to the given project from the site and dump at a legal dumping site identified by the contractor. Leave the site in a good and perfect condition to the approval of the officer in charge of the service and the Council representatives.

The contractor is advised that all the buildings on the site will be occupied during the process of the service and that she/he is to arrange with the authorities concerned so that the work may be carried out with the least possible inconvenience.

The Contractor must provide for all the equipment, special equipment, safety equipment, generators, tools .

NOTE: No equipment and/or tools will be provided by MCLM

Municipality	Contractor	

TENDER: PANEL OF CONTRACTORS FOR THE MINOR REPAIRS AND MAINTENANCE OF WATERPROOFING, DAMP PROOFING, ROOFING ELEMENTS AND GENERAL PAINTING ON AN AS AND WHEN REQUIRED BASIS FOR THE PERIOD OF

THREE (3) YEARS
Part C4: Site Information

# MOGALE CITY LOCAL MUNICIPALITY

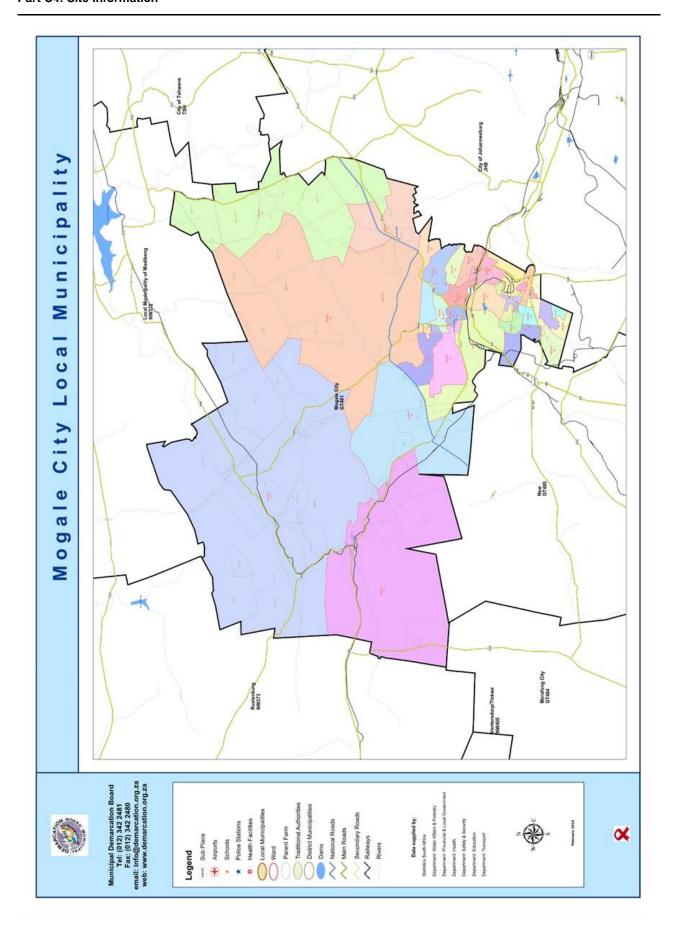


# THE CONTRACT:

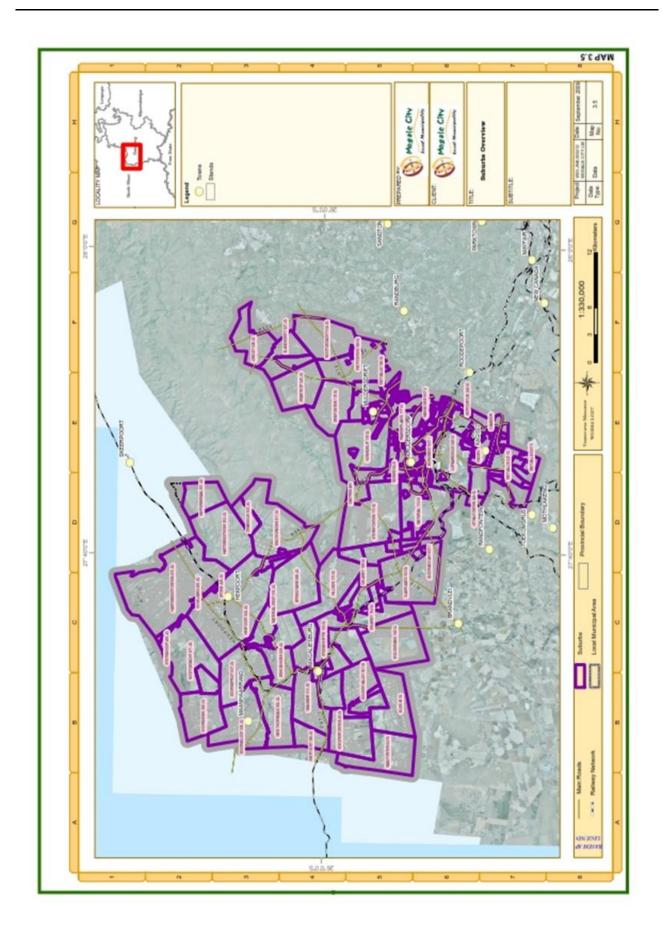
# **PART C4: SITE INFORMATION**

- SECTION C4.1 MAPS OF MOGALE CITY LOCAL MUNICIPALITY
- SECTION C4.2 MOGALE CITY AREA BREAK DOWN
- o SECTION C4.3 LIST OF FACILITIES AND BUILDINGS

Municipality	Contractor	
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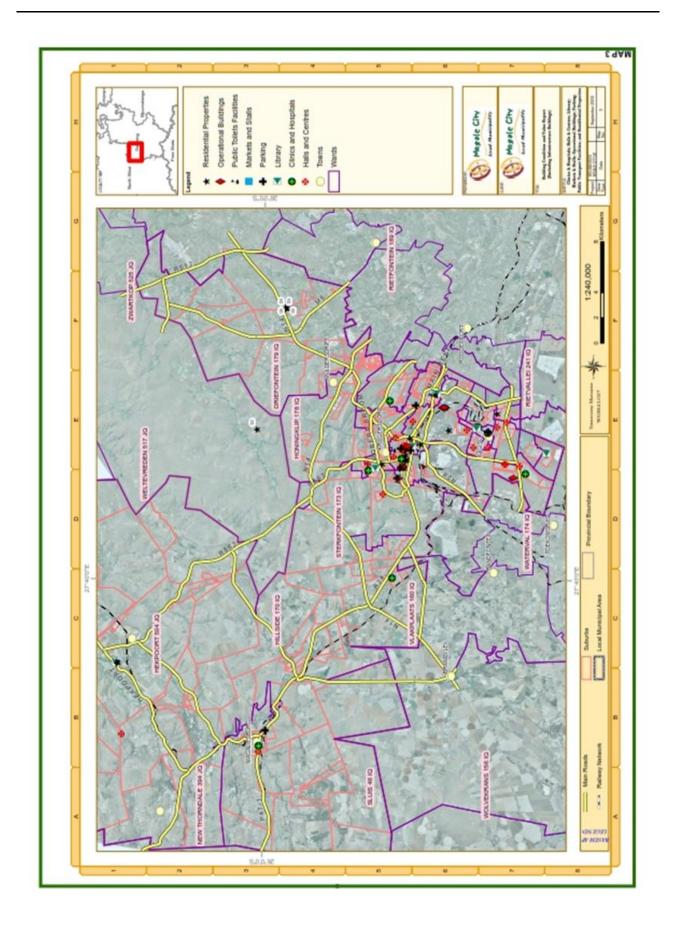


THREE (3) YEARS
Part C4: Site Information

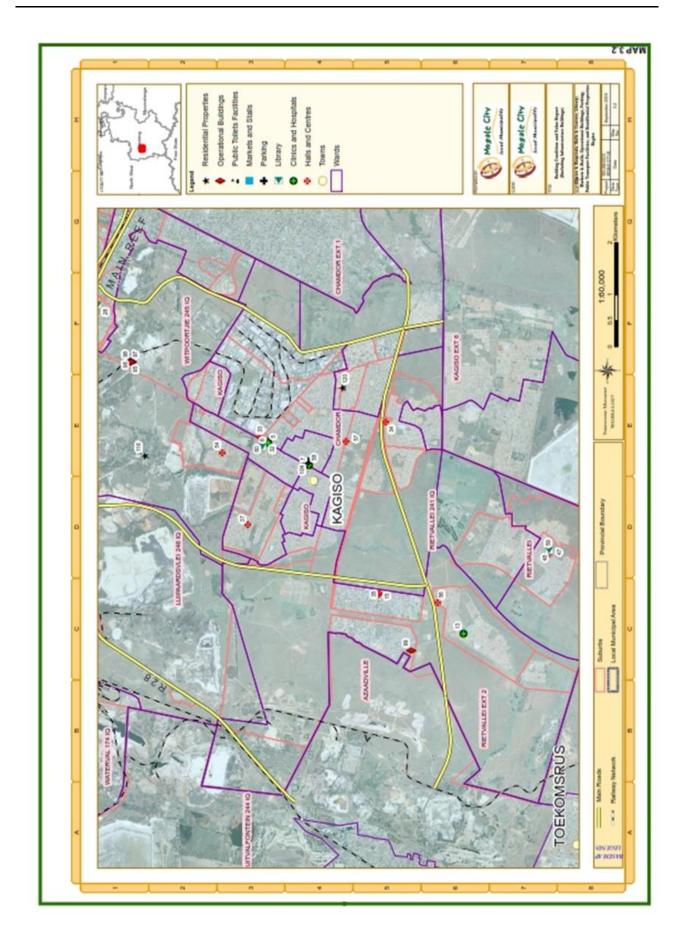


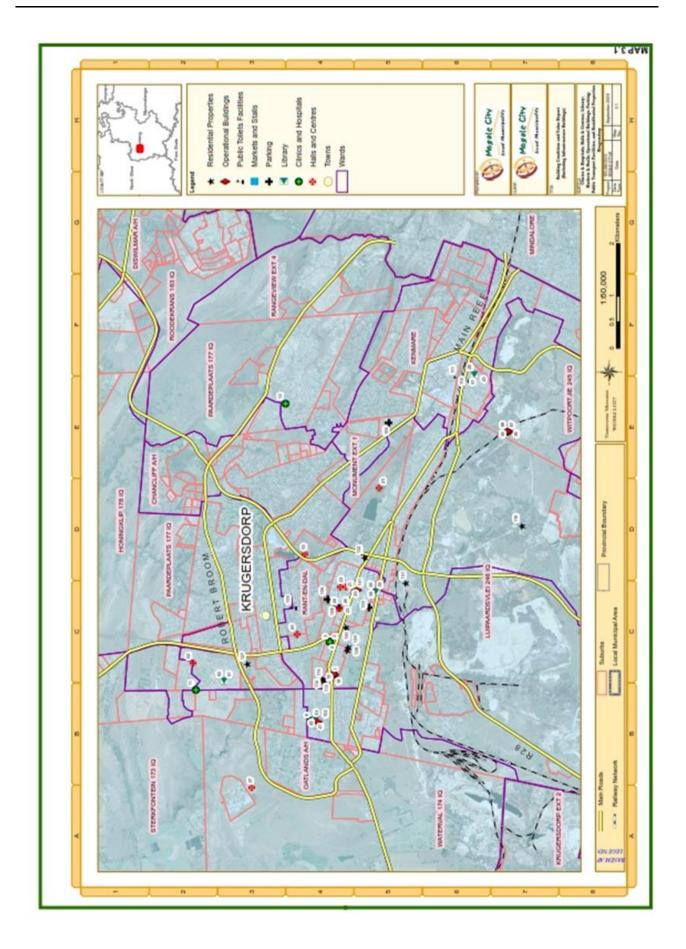
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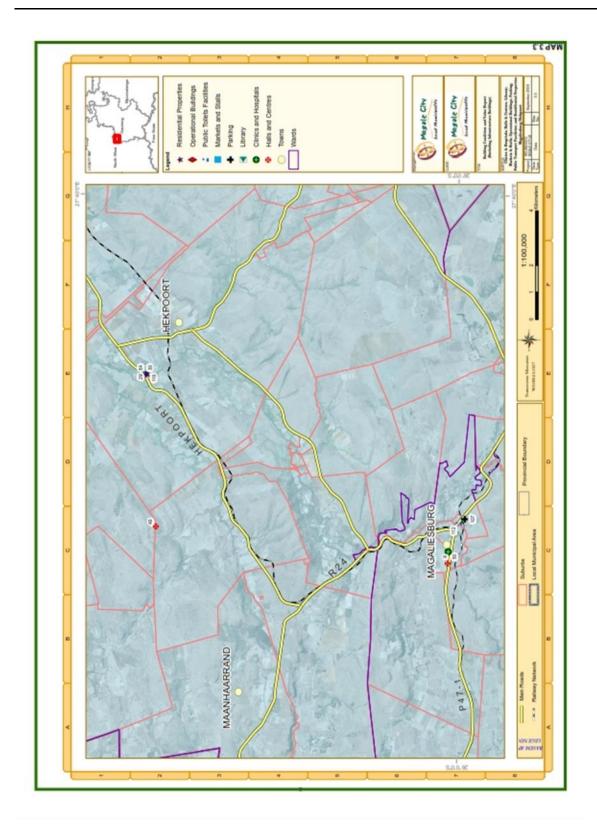
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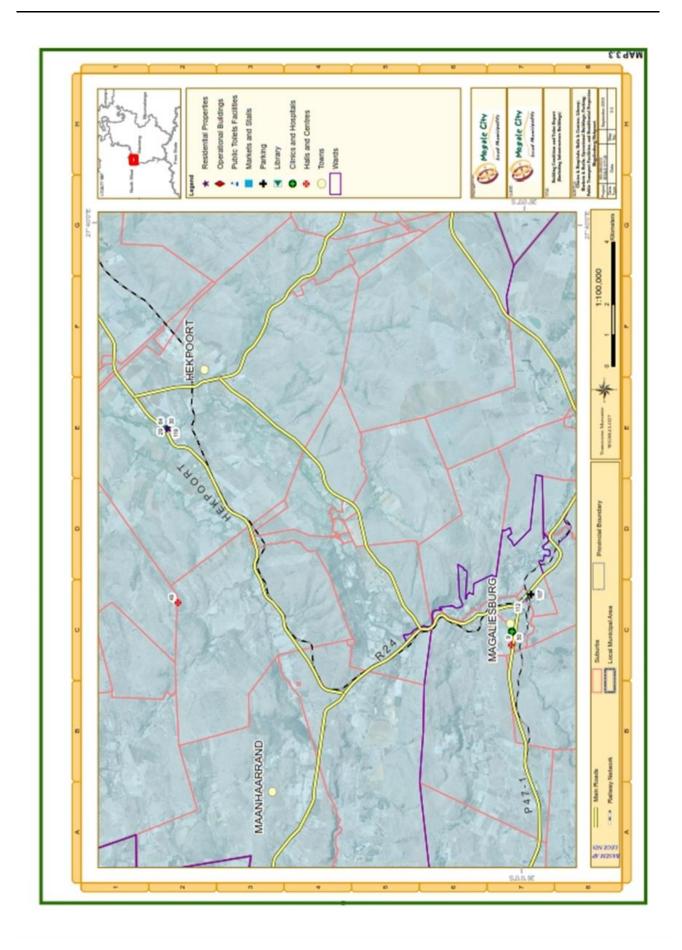




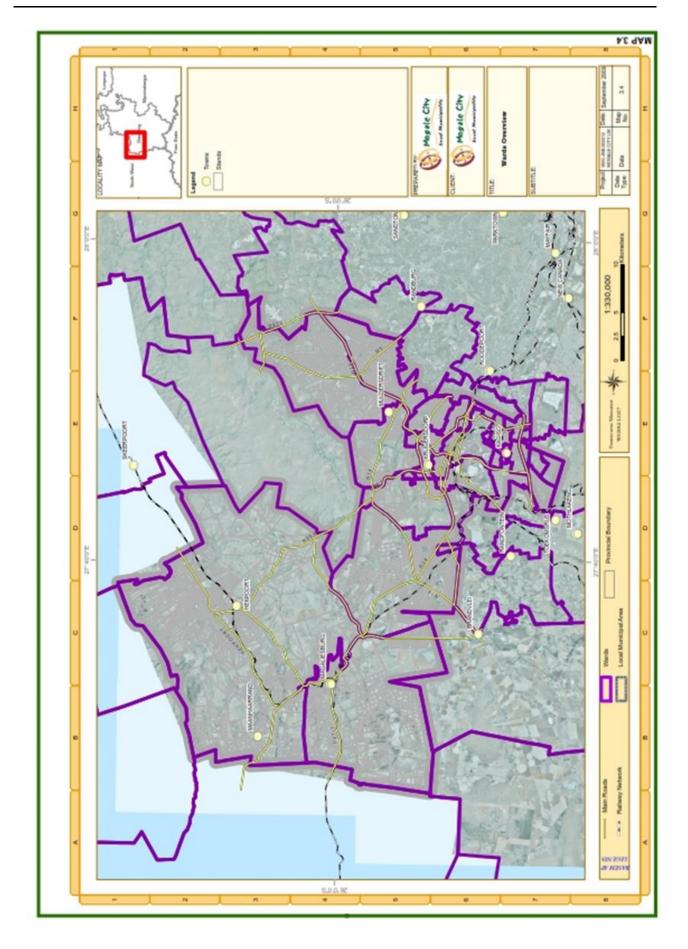


Municipality	Contractor	
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THREE (3) YEARS
Part C4: Site Information



THREE (3) YEARS
Part C4: Site Information



# C4.2 MOGALE CITY AREA BREAKDOWN.

Area Number	Area	Buildings
1	Krugersdorp CBD	Civic Center Ellerines Building President IEC building Krugersdorp Library
2	Krugersdorp CBD	Museum President Flats Jack Cotton Flats Van Riebeeck Flats Traffic Department Jack Smiedt Building
3	Krugersdorp (surrounding areas) - Krugersdorp West - Krugersdorp North - Noordheuwel - Delporten - Chamdor	Municipal Stores Paul Kruger Hall Library Sakkie Nel Swimming Pool Delporten Testing station Chamdor Yard Boiketlo Hostel Scout Hall
4	Munsieville	Desmond Tutu Library Hostel Clinic School Board Multi Purpose Center Singobile Community Center
5	Tarlton	Library Nelson Mandela Hall
6	Magaliesburg	Taxi Rank Public Facility (Toilet Multi Purpose Center Creche Flats
7	Hekpoort/Mulderdrift	Hekpoort Multi Purpose Center Ward office 32 Library and Craft Center 2 x Dwellings 2 x semi detached dwelling Outbuildings Mulderdrift Houses

Municipality	Contractor	
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Part C4: Site Information

Area Number	Area	Buildings
8	Luipardvlei/ Lewisham/kenmare	Jublieum Hall Library Parks Department Bowling club Tennis court
9	Kagiso	Ward office 4 Ward office 6 Ward office 12 Ward office 10 Ward office 13 Joshua Doore Hostels Hall Library
10	Kagiso	Library Multi Purpose Center Taxi Rank Kagiso Stadium Kagiso Swimming Pool
11	Burgershoop	Creche Hall Social Services Stores and staff rooms
12	Rietvallei/ Azaadville	Rietvallei Creche Rietvallei Community Center Rietvallei Library Rietvallei Social Works and Pay point Rietvallei Ward office 2 Rietvallei Ext 2 & 3 Clinic Ward office 3 Azaadville Municipal Store Azaadville Civic Center Azaadville Sports Complex

# NOTE:

THE BUILDINGS INDICATED ABOVE ARE NOT NECESSARILY ALL THE BUILDINGS INCLUDED IN THE CONTRACT. THE LIST IS ONLY AN INDICATION OF THE SERVICE AREAS.

Municipality	Contractor	
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# C4.3 – LIST OF FACILITIES AND BUILDINGS

MBL No	Building type	Func Description
MBL 13504	CIVIC CENTRE AZAADVILLE	Administration Support Buildings
MBL 13505	LIBRARY/AZAADVILLE	Administration of Libraries
MBL 13506	AZAADVILLE PUTT-PUTT COUR	Administration Support Buildings
MBL 13507	SPORT COMPLEX AZAADVILLE	Administration of Sports Facilities
MBL 13508	SWIMMING POOL AZAADVILLE	Administration of Sports Facilities
MBL 13512	COMMUNITY CENTRE BURGERSHOOP	Community Facility Management
MBL 13541	DAM LAYOUT PRETORIUSPARK	Building Maintenance
MBL 13542	TRAFFIC DEPARTMENT DELPOR	Administration Support Buildings
MBL 13543	DELPORTEN LICENCE DEPT	Administration Support Buildings
MBL 13544	DELPORTEN TESTING GROUNDS	Administration Support Buildings
MBL 13545	EARLY CHILDHOOD CENTRE	Community Facility Management
MBL 13548	FLIP HUMAN SEWER WORKS HOUSING	Administration Support Buildings
MBL 13555	JACK SCHMIEDT BUILDING	Administration Support Buildings
MBL 13556	LIBRARY & CRAFT CENTRE	Administration of Libraries
MBL 13557	RECREATION CENTRE HEKPOORT	Administration of Sports Facilities
MBL 13575	JUKSKEI COURT	Administration Support Buildings
MBL 13576	MULTI PURPOSE CC KAGISO	Community Facility Management
MBL 13577	HALL KAGISO	Community Facility Management
MBL 13579	LIBRARY KAGISO	Administration of Libraries
MBL 13580	KAGISO PARKS	Building Maintenance
MBL 13581	SPORT COMPLEX KAGISO	Administration of Sports Facilities
MBL 13582	SWIMMING POOL KAGISO	Building Maintenance
MBL 13583	KAGISO TIPSITE	Administration Support Buildings
MBL 13584	CEMETARY KAGISO	Administration Support Buildings
MBL 13585	KENNELS (MUNSIEVILLE HOST	Administration Support Buildings
MBL 13587	CLUBHOUSE: KHOSA CLUB	Administration of Sports Facilities
MBL 13591	KRUGERSDORP CEMETERY CH	Administration Support Buildings
MBL 13592	HOUSE KRUGERSDORP CEMETARY	Administration Support Buildings
MBL 13593	KRUGERSDORP CEMETERY & BU	Administration Support Buildings
MBL 13594	CIVIC CENTRE CENTRAL	Administration Support Buildings
MBL 13595	BUILDINGS ( CIVIC CENTRE)	Administration Support Buildings
MBL 13596	BUILDINGS (LIBRARIES)	Administration of Libraries
MBL 13597	KRUGERSDORP MARATHON CLUB	Administration of Sports Facilities
MBL 13598	SWIMMING POOL KRUGERSDORP	Administration of Sports Facilities
MBL 13609	LIBRARY LEWISHAM	Administration of Libraries
MBL 13611	LANDFILL SITE LUIPAARDSVLEI	Administration Support Buildings
MBL 13612	COMMUNITY CENTRE LUSAKA	Community Facility Management
MBL 13613	CRECHE/ LUSAKA	Administration of Libraries
MBL 13614	LIBRARY LUSAKA	Administration of Libraries
MBL 13615	LUSAKA PAKRS	Building Maintenance

Municipality	Contractor	

MBL 13616	SPORT COMPLEX LUSAKA	Administration of Sports Facilities	
MBL 13617	CEMETARY MAGALIESBERG	Administration Support Buildings	
MBL 13618	CIVIC CENTRE MAGALIESBERG	Administration Support Buildings	
MBL 13619	MULTI PURPOSE CC (UBUNTU)	Community Facility Management	
MBL 13620	LANDFILL SITE MAGALIESBERG	Administration Support Buildings	
MBL 13621	MAGALIESBERG RECREATION C	Administration of Sports Facilities	
MBL 13623	MAGISTRATE BUILDING (MUS	Administration Support Buildings	
MBL 13624	MARKET BUILDING (CIVIC CENTRE)	Administration Support Buildings	
MBL 13625	MC LEAN PARK	Building Maintenance	
MBL 13626	CHAMDOR YARD	Administration Support Buildings	
MBL 13627	FLATS( MAGALIESBERG)	Administration Support Buildings	
MBL 13628	MINDALORE LAPA	Building Maintenance	
MBL 13629	MINDALORE PARK	Building Maintenance	
MBL 13630	MULDERSDRIFT MPCC	Community Facility Management	
MBL 13631	LIBRARY MULDERSDRIFT	Administration of Libraries	
MBL 13632	SPORT COMPLEX MULDERSDRIFT	Administration of Sports Facilities	
MBL 13633	MUNICIPAL YARD & BUILDING	Administration Support Buildings	
MBL 13634	MUNISIVIELLE MPCC	Community Facility Management	
MBL 13635	HOSTEL MUNSIEVILLE	Administration Support Buildings	
MBL 13636	MUNSIEVILLE PARKS	Building Maintenance	
MBL 13637	SPORTS COMPLEX MUNSIEVILLE	Administration of Sports Facilities	
MBL 13638	MUNSIEVILLE COMMUNITY CENTRE	Community Facility Management	
MBL 13639	LIBRARY MUNSIEVILLE	Administration of Libraries	
MBL 13640	N/R/M COMMUNITY CENTRE	Community Facility Management	
MBL 13641	HALL NELSON MANDELA	Community Facility Management	
MBL 13642	NETBALL COURTS	Administration of Sports Facilities	
MBL 13643	HEKPOORT MPCC	Community Facility Management	
MBL 13644	NURSARY & BUILDINGS (GREE	Building Maintenance	
MBL 13649	PARKS	Building Maintenance	
MBL 13650	PARKS HOUSE: OFFICE CORO	Building Maintenance	
MBL 13651	PAKRS HOUSING WORKERS	Building Maintenance	
MBL 13652	PARK OFFICES ( CORONATION	Building Maintenance	
MBL 13653	HALL PAUL KRUGER	Community Facility Management	
MBL 13654	HOUSE: 61 GOLD STREET	Administration Support Buildings	
MBL 13657	PERCY STEWART WCW HOSTEL	Administration Support Buildings	
MBL 13658	PERCY STEWART WCW WORKSHOP	Administration Support Buildings	
MBL 13659	PERCY STEWART WCW SEWER WORKS	Administration Support Buildings	
MBL 13660	FLATS PIONEER	Administration Support Buildings	
MBL 13663	BUILDINGS ( OFFICES)	Administration Support Buildings	
MBL 13664	FLATS PRESIDENT	Administration Support Buildings	
MBL 13665	PRETORIUS PARKS KIOSK	Administration Support Buildings	
MBL 13666	PUBLIC FACILITIES AUCTION	Administration Support Buildings	
MBL 13667	PUBLIC FACILITIES AZAADVILLE	Administration Support Buildings	
MBL 13668	PUBLIC FACILITIES BURGESHOOP	Administration Support Buildings	
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Municipality	Contractor	

Part C4: Site Information

MBL 13670	PUBLIC FACILITIES KAGISO	Administration Support Buildings			
MBL 13671	PUBLIC FACILITIES KRONINGSP	Administration Support Buildings			
MBL 13672	PUBLIC FACILITIES KRUGERSDORP	Administration Support Buildings			
MBL 13673	PUBLIC FACILITIES LEWISHAM	Administration Support Buildings			
MBL 13674	PUBLIC FACILITIES LIBRARY	Administration Support Buildings			
MBL 13675	PUBLIC FACILITIES LUIPAARDSVLEI	Administration Support Buildings			
MBL 13676	PUBLIC FACILITIES MUNSIEVILLE	Administration Support Buildings			
MBL 13677	PUBLIC FACILITIES PARKS	Administration Support Buildings			
MBL 13678	PUBLIC FACILITY PRETORIUS	Administration Support Buildings			
MBL 13679	TAXIRANK PRETORIUS STREET	Administration Support Buildings			
MBL 13680	PUBLIC FACILITY WARDERERS	Administration Support Buildings			
MBL 13681	PUBLIC FACILITY WISHARTST	Administration Support Buildings			
MBL 13685	PURCHASE OF LAND: LANWEN	Administration Support Buildings			
MBL 13687	PURCHASE OF LAND: HEKPOORT	Administration Support Buildings			
MBL 13689	PURCHASE OF LAND: PERCY STEWART	Administration Support Buildings			
MBL 13694	SPORT FACILITIES (OUTDOOR	Administration of Sports Facilities			
MBL 13695	MPCC RIETVALLEI	Community Facility Management			
MBL 13696	SPORT COMPLEX RIETVALLEI	Administration of Sports Facilities			
MBL 13698	RUGBYFIELDS ( BOB VAN REENEN)	Administration of Sports Facilities			
MBL 13699	IEC BUILDINGS	Administration Support Buildings			
MBL 13706	SHOOTING RANGE (MUNSIEVILLE	Administration Support Buildings			
MBL 13707	SINQOBILE COMMUNITY CENTRE	Community Facility Management			
MBL 13708	SKATEBOARD COURSE (CORON	Administration Support Buildings			
MBL 13711	SPORTGROUNDS	Building Maintenance			
MBL 13714	CEMETERY STERKFONTEIN	Administration Support Buildings			
MBL 13727	MPSS SWANIEVILLE	Community Facility Management			
MBL 13728	CEMETERY TARLTON	Administration Support Buildings			
MBL 13731	TRAFFIC DEPARTMENT (CENTRE	Administration Support Buildings			
MBL 13733	FLAT VAN RIEBEECK	Administration Support Buildings			
MBL 13736	WARD OFFICES	Ward Committees			
MBL 13737	WASH BAY ( CHAMDOR)	Administration Support Buildings			
MBL 13741	WEB OFFICES	Administration Support Buildings			
MBL 13742	WEB OFFICES CARPORT	Administration Support Buildings			
MBL 13743	WORKSHOP/ OFFICES: TEST &	Administration Support Buildings			
MBL 13744	HOSTEL JOSHUA DOORE (GREE	Administration Support Buildings			
MBL 13745	TAXI RANK KAGISO DRIVE	Administration Support Buildings			
MBL 13746	TAXI RANK LUIPAARD STREET	Administration Support Buildings			
MBL 13747	TAXI RANK MAGALIESBURG	Administration Support Buildings			
MBL 13748	CEMETERY AZAADVILLE	Administration Support Buildings			
MBL 13752	BUILDINGS OLD COMMANDO	Administration Support Buildings			
MBL 13753	RESIDENCE MAYOR	Administration Support Buildings			
MBL 13754	ECDC SINQOBILE	Community Facility Management			
MBL 13755	CEMETERY ELANDSDRIFT	Administration Support Buildings			
NOTE: THE BUILDINGS INDICATED ABOVE ARE NOT NECESSARILY ALL THE BUILDINGS INCLUDED					

NOTE: THE BUILDINGS INDICATED ABOVE ARE NOT NECESSARILY ALL THE BUILDINGS INCLUDED IN THE CONTRACT. THE LIST IS ONLY AN INDICATION OF THE SERVICE AREAS.

Municipality	Contractor	