

TENDER REFERENCE: HHS01_2016/17

**TSHWANE BUS RAPID TRANSIT (BRT 05) PROJECT CONSTRUCTION OF
BRT INFRASTRUCTURE ON LINE 1B – WP4D: WONDERBOOM
INTERMODAL FACILITY (BUILDING WORKS) – LANDSCAPING
CONSTRUCTION**

VOLUME 1

A Tender for Category 6SH or higher CIDB registered Contractors

ISSUED BY:	PREPARED BY:
ILISO Consulting (Pty) Ltd PO Box 68735 HIGHVELD 0046 Tel: 012 685 0900	ILISO Consulting (Pty) Ltd PO Box 68735 HIGHVELD 0046 Tel: 012 685 0900

Registered Name of Tenderer:	
Trading Name of Tenderer:	
Registration No. of Entity:	
Contact Person:	
Tel. No:	E-Mail Address:
Cell No:	Fax No:
CIDB CRS Number (s):	

Part T1: Tender Procedures

PORTION 1: TENDER

PART T1: TENDER PROCEDURES

Part T1: Tender Procedures

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Part T1: Tender Procedures

T1.1 TENDER NOTICE AND INVITATION TO TENDER

THIS TENDER IS NOT AVAILABLE ON WWW.ILISO.COM/MEDIA

HHS01_2016/17-LANSCAPING CONSTRUCTION

Competent and experienced contractors are hereby invited to tender for

CONTRACT: HHS01_2016/17 -WP4D: WONDERBOOM INTERMODAL FACILITY – LANSCAPING WORKS

Tenderers should have a **CIDB rating of 6SH or higher**.

Tenders will be received until 12H00 Telkom time on **26th June 2020**. Tenders will be received on the closing dates and times shown, must be enclosed in sealed envelopes, bearing the applicable tender heading and reference number, as well as the closing time and due date, and must be addressed to:-

ILISO Consulting (Pty) Ltd. t/a NAKO ILISO

203 WITCH-HAZEL AVENUE,

HIGHVELD TECHNO PARK

CENTURION

0157

All Bidders to sign a Bid submission register. Tenders will not be opened at the latter address at the time indicated.

The procedure for evaluation of responsive Tender Offers will be based on Method 2: Financial Offer & Preference.

A tender must remain open for a period of **30 working days** from the closing date for the submission of tenders, during which period the tender may not be amended or withdrawn and may be accepted by the Client at any time during this period.

Enquiries

Name of Official: Mr Colin Raman

Tel (Office): +27 12 685 0900

Fax: +27 12 665 1886

E-Mail: colin.raman@nakogroup.com

Part T1: Tender Procedures

T1.2 TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in **Annexure F of Standard for Uniformity in Construction Procurement (May 2010)**, bound into Section T1.3.

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

CLAUSE NUMBER		TENDER DATA
F.1.1	Actions	The Employer is TCT Civil and Construction CC (Registration No.:2004/100300/23)
F.1.2	Tender Documents	<p><u>Volume 1: Tender Document</u></p> <p>THE TENDER</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 – Tender Notice and Invitation to Tender</p> <p>T1.2 – Tender Data</p> <p>T1.3 – Standard Conditions of Tender</p> <p>Part T2: Returnable documents</p> <p>T2.1 – List of Returnable Documents</p> <p>T2.2 – Returnable Schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and contract data</p> <p>C1.1 – Form of Offer and Acceptance</p> <p>C1.2 – Contract Data</p> <p>C1.3 – Form of Guarantee</p> <p>C1.2 – Guarantee or Cash Deposit</p> <p>C1.2 – Health and Safety Agreement</p> <p>Part C2: Pricing Data</p> <p>C2.1 – Pricing Instructions</p> <p>C2.2 – Pricing Schedule</p> <p>C2.3 – Calculation of Tender Sum</p> <p>Part C3: Scope of Work</p> <p>C3.1 – Description of the Works</p> <p>C3.2 - Engineering</p>

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		<p>C3.3 - Procurement</p> <p>C3.4 - Construction</p> <p>C3.5 – Management</p> <p>Part C4: Site information</p> <p>C4.1 – Locality Plan</p> <p><u>Volume 2: Tender Drawings</u></p> <p>Contains Tender Drawings (A3 document) for tender purposes.</p>	
F.1.3 F.1.3.4	Interpretation	<p>Add the following new clause:</p> <p><i>The tender documents have been drafted in English. The contract arising from the invitation to tender shall be interpreted and construed in English</i></p>	
F.1.4	Communication and Employer’s Agent	Agent:	Mr. Colin Raman
		Address:	PO Box 68735 HIGHVELD 0046
		Tel:	012 685 0900
		Fax:	012 665 1886
		E-Mail:	Colin.raman@nakogroup.com
F1.6.3.2.1	Technical Proposals	None	
F.2.1	Eligibility	<ol style="list-style-type: none"> 1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contract grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for 6SH or higher of construction work, are eligible to submit tenders. 2. Company Registration Certificate (CRC) reflecting active member (Except for sole traders and partnerships). 3. Municipal rates and taxes for the company or of all Directors should be attached and not be in arrears for more than one (1) month or a lease reflecting rates and taxes and payment responsibility. 4. The service provider must submit 3 (three years) audited Annual Financial Statements (AFS). 	

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		<ol style="list-style-type: none"> 5. Original certified copies of ID/s of all directors/members of the CRC. 6. Only those tenderers who are registered with the SALI (South African Landscaping Institute) or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders. 7. Registered on National Treasury Central Supplier Database. 8. Tenderers, or in the event of a Joint Venture (JV), each member of the JV, shall be registered on the National Treasury Central Supplier Database at the closing date for tender submissions. Tenders received from such tenderers who do not comply with this requirement will not be considered. 9. Accordingly, only those tenderers of which 51% is owned by black people are eligible to tender. 10. Bidders must submit a valid B-BBEE certificate issued by SANAS OR a sworn affidavit stamped or signed by a Commissioner of as per the DTI B-BBEE template to pre-qualify for this tender. 11. Compliance with Compensation for Occupational Injuries and Diseases Act (COID) 12. Tenderers, or in the event of a Joint Venture, each member of the Joint Venture, shall be registered and in good standing with the compensation fund or with a licensed compensation insurer at the closing date for tender submissions. The licensed compensation insurer shall be approved by the Department of Labour in terms of Section 80 of the Compensation for Injury and Disease Act, 1993 (Act No 130 of 1993). Tenders received from such tenderers who are not in good standing with the compensation fund at the closing date for tender submissions, will not be considered. 13. SARS Tax compliance. Valid Company Tax Clearance Certificate (TCC) together with SARS Tax Clearance Status PIN (TCS). Alternatively, CSD Report. 14. Tenderers, or in the event of a Joint Venture, each member of the Joint Venture, shall be tax compliant. Tenderers who are not compliant or become non-compliant during the tender evaluation period, shall become compliant within 7 (seven) working days of the date of being notified. Tenders received from such tenderers who are not tax compliant within 7 (seven) working days of being notified, will not be considered.
		<p>Any bidder who fails to meet the abovementioned pre-qualifying criteria will be disqualified.</p>
		<p>Only those tenders who score a minimum of 70 points in respect of the following criteria are eligible for further evaluation (Method2: Financial Offer and Preference) to qualify; however, the minimum indicated points must be obtained per sub-criteria as indicated.</p> <p>The lead/key professionals for each discipline, as nominated must supply certified</p>

		<p>proof of qualifications.</p> <p>Failure to submit these, will result in a bidder being awarded zero points for relevant experience of key staff.</p>																													
		<table border="1"> <thead> <tr> <th>Quality criteria</th> <th>Basis for Point Allocation</th> <th>Points Allocated</th> <th>Verification Method</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="text-align: center;">Staffing Profile (50 points) (Qualifications and experience of key personnel)</td> </tr> <tr> <td rowspan="4">Contracts Manager (BSc/B.Tech Landscaping Architect)</td> <td>BSc/B-Tech Degree in Landscaping Architecture with 8- 10 years traceable experience.</td> <td>20</td> <td rowspan="4">Certified Copy of Qualifications & CV to be attached.</td> </tr> <tr> <td>BSc/B-Tech Degree in Landscaping Architecture with 5- 7 years traceable experience.</td> <td>10</td> </tr> <tr> <td>BSc/B-Tech Degree in Landscaping Architecture with 1- 4 years traceable experience.</td> <td>5</td> </tr> <tr> <td>No submission.</td> <td>0</td> </tr> <tr> <td rowspan="3">Site Agent (National Diploma- Landscaping Architect)</td> <td>National Diploma in Landscaping Architecture with 5- 8 years traceable experience.</td> <td>20</td> <td rowspan="3">Certified Copy of Qualifications & CV to be attached</td> </tr> <tr> <td>National Diploma in Landscaping Architecture with 3- 5 years traceable experience.</td> <td>10</td> </tr> <tr> <td>National Diploma in Landscaping Architecture with 1- 3 years traceable experience.</td> <td>5</td> </tr> </tbody> </table>				Quality criteria	Basis for Point Allocation	Points Allocated	Verification Method	Staffing Profile (50 points) (Qualifications and experience of key personnel)				Contracts Manager (BSc/B.Tech Landscaping Architect)	BSc/B-Tech Degree in Landscaping Architecture with 8- 10 years traceable experience.	20	Certified Copy of Qualifications & CV to be attached.	BSc/B-Tech Degree in Landscaping Architecture with 5- 7 years traceable experience.	10	BSc/B-Tech Degree in Landscaping Architecture with 1- 4 years traceable experience.	5	No submission.	0	Site Agent (National Diploma- Landscaping Architect)	National Diploma in Landscaping Architecture with 5- 8 years traceable experience.	20	Certified Copy of Qualifications & CV to be attached	National Diploma in Landscaping Architecture with 3- 5 years traceable experience.	10	National Diploma in Landscaping Architecture with 1- 3 years traceable experience.	5
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			No submission.	0	
		Foreman	More than 5 years traceable experience in landscaping construction works.	10	Certified Copy of Qualifications & CV to be attached
			Between 3- 5 years traceable experience in landscaping construction works.	7	
			Between 1- 3 years traceable experience in landscaping construction works.	4	
			No Submission	0	
Tenderers Experience in Similar Projects (30 points)					
		Tenderers experience in Landscaping Construction projects.	5 projects	30	Appointment letters and completion certificates to be attached.
			4 projects	24	
			3 projects	18	
			2 projects	12	
			No submission	0	
		Contractors Locality	Contractor based in City of Tshwane.	15	Municipal account or lease agreement.
			Contractor based in Gauteng.	10	
			Contractor based outside Gauteng.	5	
		Approach	Provide Approach Paper including	5	Provide Approach Paper and Programme.

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		<table border="1"> <tr> <td data-bbox="539 264 764 322">Paper/Programme</td> <td data-bbox="764 264 989 322">Programme</td> <td data-bbox="989 264 1214 322"></td> <td data-bbox="1214 264 1439 322"></td> </tr> <tr> <td data-bbox="539 322 764 398"></td> <td data-bbox="764 322 989 398">No submission</td> <td data-bbox="989 322 1214 398">0</td> <td data-bbox="1214 322 1439 398"></td> </tr> <tr> <td data-bbox="539 398 764 555">Maximum possible score for functionality</td> <td data-bbox="764 398 989 555"></td> <td data-bbox="989 398 1214 555">100</td> <td data-bbox="1214 398 1439 555"></td> </tr> </table>	Paper/Programme	Programme				No submission	0		Maximum possible score for functionality		100	
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		<p>Joint Ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> every member of a joint venture is registered with the CIDB within 10 days of the closing date of tenderers. the lead partner has a contractor grading designation in the 6SH or higher class of construction work; and The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor designation in accordance with the sum tendered for a 6SH or higher class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations. 												
		<p>A Tenderer will not be eligible to submit a tender if:</p> <ol style="list-style-type: none"> Tenderer submitting the tender is under restrictions or has principals who are under restriction to participate in the Employers procurement due to corrupt or fraudulent practices. the Tenderer does not have the legal capacity to enter the contract. the Tenderer submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his/her affairs administered by a court or judicial officer, has suspended his/her business activities, or is subject to legal proceedings in respect of the foregoing; the Tenderer does not comply with the legal requirements stated in the Employers procurement policy. the Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies, and contributions required in terms of legislation applicable to the work in the contract. 												
	Cost of Tendering	The employer will not compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.												
F.2.7	Clarification meeting	The arrangements for a compulsory clarification meeting are as stated in the tender notice and invitation to tender. The attendance of the clarification meeting is												

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		<p>compulsory.</p> <p>Confirmation of attendance will be recorded on site in the attendance register to be signed by all tenderers. Addenda will be issued to and tenders received from those tendering entities appearing on the attendance register.</p> <p>Tender documents will not be made available at the clarification meeting.</p>
F.2.8	Seek clarification	<p>Replace the clause with the following:</p> <p><i>Request clarification of the tender documents, if necessary, by notifying the employer at least <u>seven working days</u> before the closing time stated in the tender data.</i></p>
F.2.9	Insurance	<p>Add the following to the clause</p> <p><i>Accept that the submission of a tender shall be construed as an acknowledgement by the tenderer that he is satisfied with, where applicable, the insurance cover the employer will affect under the contract.</i></p>
F.2.10	Pricing the Tender Offer	<p>Add the following to the clause</p> <p><i>2.10.5 All payment items depicted with prefix “LI” in the Bill of Quantities shall be conducted with local labour as defined in “Description of Works”, Section 3.1 and “Procurement”, Section 3.3.</i></p>
F.2.12	Alternative offers	<p>No alternative tender offers will be considered.</p>
F.2.13	Submitting a tender offer	<p>Parts of each tender offer communicated on paper shall be submitted as an original, plus one copy.</p>
F.2.13.4		<p>Add the following to the clause</p> <p><i>Only authorised signatories may sign the original and all copies of the tender offer where required.</i></p> <p><i>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</i></p> <p><i>In the case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</i></p> <p><i>In the case of a CLOSE CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member’s behalf.</i></p> <p><i>In the case of a PARTNERSHIP submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in</i></p>

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		<p><i>the Tender.</i></p> <p><i>In the case of a JOINT VENTURE/CONSORTIUM submitting a tender, include a <u>resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorising a member of the joint venture to sign the documents on behalf of the joint venture.</i></p> <p><u>Accept that failure to submit proof of authorisation to sign the tender shall result in the tender offer being regarded as non-responsive.</u></p>										
F.2.13.5		<p>The identification details are:</p> <table border="1"> <tr> <td>Tender Reference:</td> <td>HHS01_2016/17</td> </tr> <tr> <td>Tender Description:</td> <td>HHS01_2016/17 WP4D: WONDERBOOM INTERMODAL FACILITY – LANDSCAPING CONSTRUCTION WORKS</td> </tr> <tr> <td></td> <td>Part T1: Tender Procedures</td> </tr> <tr> <td>Closing Time:</td> <td>12:00HRS</td> </tr> <tr> <td>Closing Date:</td> <td>26th June 2020</td> </tr> </table> <p>Each tender shall be enclosed in a sealed envelope, bearing the correct identification details and shall be placed in the tender box located at:</p> <p>@ 12HOO TELKOM TIME, 26th June 2020 delivered in ILISO Consulting (Pty) Ltd. t/a NAKO ILISO, 203 WITCH-HAZEL AVENUE, HIGHVELD TECHNO PARK, CENTURION, 0157</p> <p>Bidders to sign a Bid submission register.</p> <p>This address is available within working hours for delivery of tender offers.</p>	Tender Reference:	HHS01_2016/17	Tender Description:	HHS01_2016/17 WP4D: WONDERBOOM INTERMODAL FACILITY – LANDSCAPING CONSTRUCTION WORKS		Part T1: Tender Procedures	Closing Time:	12:00HRS	Closing Date:	26th June 2020
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	Part T1: Tender Procedures											
Closing Time:	12:00HRS											
Closing Date:	26th June 2020											
F.2.13.9		Telephonic, telegraphic, telex, facsimile or e-mailed offers will not be accepted										
F.2.15	Closing time	The closing time for submission of tender offers is stated in the tender notice and invitation to tender.										
F.2.16	Tender offer validity	The tender offer validity period is 30 working days										
F.2.18	Provide other material	The tenderer shall, when requested by the employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff										

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		members satisfy the eligibility requirements.
F2.20	Submit securities, bonds, policies, etc	The tenderer is required to submit with his tender a letter of intent from an approved bank undertaking to provide the performance guarantee per JBCC to the format included in Section C1.3 of this procurement document.
F2.23	Certificates	Refer to part T2 of this procurement document for a list of the documents that are to be returned with the tender.
F2.24	<i>Canvassing and obtaining of additional information by tenderers</i>	<p>Add the following new clause</p> <p><i>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employers’ officials or the Employer’s agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</i></p> <p><i>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</i></p>
F2.25	<i>Prohibitions on awards to persons in service of the state</i>	<p>Add the following new clause</p> <p><i>Regulation 44 of the Supply Chain Management regulations states that the Public Entity may not make an award to a person:</i></p> <p>a) <i>who is in the service of the state; or</i></p> <p>b) <i>if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</i></p> <p>c) <i>a person who is an advisor or consultant contracted with the municipality or municipal entity.</i></p> <p><i>In the service of the state means to be –</i></p> <p>F) <i>a member of:-</i></p> <ul style="list-style-type: none"> <i>• any municipal council;</i> <i>• any provincial legislature; or</i> <i>• the National Assembly or the National Council of Provinces;</i> <p>b) <i>a member of the board of directors of any municipal entity;</i></p> <p>c) <i>an official of any municipality or municipal entity;</i></p> <p>d) <i>an employee of any national or provincial department;</i></p> <p>e) <i>provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</i></p> <p>f) <i>a member of the accounting authority of any national or provincial public entity;</i></p>

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		<p><i>or</i></p> <p><i>g) an employee of Parliament or a provincial legislature.</i></p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.</p>
F2.28	Tax	<p>Add the following new clause</p> <p><i>A valid tax clearance certificate must be submitted with this tender document.</i></p> <p><i>In the case of a Joint Venture/Consortium the tax clearance certificate must be for the Joint Venture/Consortium and individual tax clearance certificates for the members of the Joint Venture/Consortium are not acceptable.</i></p>
F.3.1	Respond to requests from the tenderer	The employer will respond to requests for clarification up to 3 (seven) working days before the tender closing time.
F.3.4	Opening of tender submissions	Tenders will not be opened immediately after the closing time for tenders
F.3.11.1	Evaluation of Tender Offers: General	The tender evaluation method for the evaluation of all responsive tender offers will be Method 2: Financial offer and preference in accordance with F.3.11.3, based on total for the two Phases.
F.3.11.3	Method 2: Financial offer and Preference	<p>The procedure for the evaluation of responsive tenders is Method 2.</p> <p>The financial offer will be scored using Formula 2 (Option 1) in Table F.1 where the value of W_1 is:</p> <p>2 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</p> <p>3 80 where the financial value inclusive of VAT of one or more responsive tenders have a value that equals or is less than R50 000 000.</p> <p>Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>
F3.11.7	Scoring Financial Offers	<p>Scoring financial offers</p> <p>The financial offer will be scored using Formula 2 (Option 1) where the value of W_1 is 90 points.</p>
F3.11.8	Scoring	Scoring preference

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<p>Preference</p>	<p>A maximum of 100 minus W₁ tender evaluation points will be awarded for preference to tenderers who submit responsive tenders and who are found to be eligible for the preference claimed, in accordance with the criteria listed below.</p> <p>Points are based on a tenderer's scorecard measured in terms of the Broad-Based Black Economic Empowerment Act (Act No 53 of 2003)(B-BBEE) and the Regulations, 2011 to the Preferential Procurement Policy Framework Act (Act No 5 of 2000)(PPPFA).</p>
<p>F.3.13 Acceptance of Tender Offer</p>	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a.) the tenderer is able to produce a valid Tax Clearance Certificate issued by the South African Revenue Service; b.) the tenderer submits a letter of intent from an approved bank undertaking to provide to provide the Performance Bond to the format included in Section C1.3 of this procurement document; c.) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation. (8CE required) d.) the tenderer is not in arrears for more than 3 months with municipal rates and taxes and municipal service charges; e.) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
	<ul style="list-style-type: none"> f.) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. g.) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; h.) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; <p>the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p>

T1.3 STANDARD CONDITIONS OF TENDER

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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 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.

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- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- 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; and
- 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) **quality (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 The employer's right to accept or reject any tender offer

F.1.5.1 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 written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

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.

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

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

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

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

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

F.1.6.3.2 Option 2

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

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

F.2 Tenderer's obligations

F.2.1 Eligibility

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

F.2.1.2 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

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.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the tender offer

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

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

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

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

F.2.11 Alterations to documents

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

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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.2.13 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 proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

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

F.2.15 Closing time

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F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

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

F.2.17 Clarification of tender offer after submission

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

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

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing 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, test 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, policies, etc.

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

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.

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F.2.22 Return of other tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

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

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

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

F.3.2 Issue addenda

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

F.3.3 Return late tender offers

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

F.3.4 Opening of tender submissions

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

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed 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.

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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 the quality 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 quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

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

F.3.7 Grounds for rejection and disqualification

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

F.3.8 Test for responsiveness

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

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

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

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

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

F.3.9 Arithmetical errors, omissions and discrepancies

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F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 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.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) 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.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

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.

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.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend

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the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preference

In the case of a financial offer, quality and preference:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring financial offers

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

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

Where N_{FO} is the number of tender evaluation points awarded for the financial offer

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer 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

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

F.3.11.8 Scoring preferences

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

F.3.11.9 Scoring quality

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

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

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

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

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

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

F.3.12 Insurance provided by the employer

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

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial 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,

Part T1: Tender Procedures

- 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, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

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

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

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

F.3.15 Complete adjudicator's contract

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

F3.16 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.

PART T2: RETURNABLE DOCUMENTS

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T2.1 LIST OF RETURNABLE DOCUMENTS

RD.A RETURNABLE DOCUMENTS FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Form of offer and acceptance	Section C1.1	
MBD 4: Declaration of interest in tender of persons in service of state	Form RD.A.1	
MBD 8: Declaration of tenderer’s past supply chain management practices	Form RD.A.2	
Proof of registration on CSD with National Treasury	Form RD.A.3	

RD.B RETURNABLE DOCUMENTS REQUIRED FOR PREFERENTIAL PROCUREMENT EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the tender offer being awarded 0 (zero) preference points*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Valid B-BBEE Status Level of Contributor Certificate	Form RD.B.1	
MBD 6.1: Preference points claim form in terms of the Preferential Procurement Regulations, 2017	Form RD.B.2	
B-BBEE Exempted Micro Enterprise – Sworn Affidavit	Form RD.B.3	

RD.C ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: *Failure to submit the applicable document will result in the Tenderer having to submit same upon request within 7 days and if not complied with, will result to the tender offer being disqualified from further consideration [See also clause 2.18 of the Standard Conditions of Tender]*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
MBD 9: Certificate of independent tender determination	RD.C.1	

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Record of services provided to organs of state	RD.C.2	
Status of concern submitting tender	RD.C.3	
Classification of business	RD.C.4	
MBD 5: Declaration for procurement above R10 million (all applicable taxes included)	RD.C.5	
Certificate of authority of signatory	RD.C.6	
Certificate of authority of signatory for joint ventures and consortia	RD.C.7	
Proof of registration in terms of the Engineering Professions Act, 2000	RD.C.8	
EPWP staff for labour intensive construction works	RD.C.9	
Proof of professional indemnity insurance	RD.C.10	

RD.D RETURNABLE DOCUMENTS REQUIRED FOR QUALITY EVALUATION PURPOSES

Note: *Failure to submit the applicable documents will result in the Tenderer receiving a 0 (zero) score for the applicable evaluation schedule.*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Terms of Reference for Quality Evaluation		
Evaluation Schedule: Approach paper	RD.D.1	
Evaluation Schedule: Tenderer’s experience	RD.D.2	
Schedule of tenderer’s experience	RD.D.3	
Evaluation Schedule: Tenderer’s performance on previous similar work	RD.D.4	
Evaluation Schedule: Proposed organizational staffing and Experience of key personnel	RD.D.7	
Schedule of Tenderer’s Key Personnel	RD.D.8	
Curriculum vitae of key personnel	RD.D.9	

RD.E OTHER DOCUMENTS THAT WILL FORM PART OF THE CONTRACT

Note: *Failure to submit or fully complete the applicable documents will result in the tender offer being disqualified from further consideration*

Document Name	Reference	Confirmation of Document Included (Tenders may use this column to confirm documents have been completed and included in the tender)
Data provided by the contractor	Section C1.2	
Record of addenda to tender documents	RD.E.1	

T2.2 RETURNABLE SCHEDULES

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FORM RD.A.1 MBD 4: DECLARATION OF INTEREST IN TENDER OF PERSONS IN SERVICE OF STATE

- i) Is/was an employer/owner of the tenderer in the service of the state, or has been in the service of the state in the previous twelve months?

YES	NO
-----	----

If so, state particulars _____

If so, state date of resignation _____

- ii) If the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months?

YES	NO
-----	----

If so, state particulars _____

- iii) Whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to in subparagraph ii) is in the service of the state, or has been in the service of the state in the previous twelve months?

YES	NO
-----	----

If so, state particulars _____

- iv) Is an employer/owner of the tenderer a person who is an advisor or consultant contracted with the municipality or municipal entity?

YES	NO
-----	----

If so, state particulars _____

- v) Are the tenderer or any of the members of the tendering entity involved in another entity for this particular tender?

YES	NO
-----	----

If so, state particulars _____

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.2 MBD 8: DECLARATION OF TENDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1. This Municipal Bidding Document (MBD) must form part of all tenders 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 tender of any tenderer may be rejected if that tenderer, or any of it’s directors have:
 - a. abused the municipality’s/municipal entity’s supply 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, 2004 (Act 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the tender:

Item	Question	Response	
4.1	Is the tenderer, any of it’s directors listed on the National Treasurer’s database as a company or persons prohibited from doing business with the public sector? (Companies for persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
If so, furnish particulars:			
4.2	Is the tenderer or any of it’s directors listed on the Register for Tender Defaulters in terms of Section 29 of the Prevention and Combating of Corrupt Activities Act, 2004 (Act 12 of 2004)? (To access this register enter the National Treasury’s website, www.treasury.gov.za , click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number 012-326-5445)	YES <input type="checkbox"/>	NO <input type="checkbox"/>
If so, furnish particulars:			
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
If so, furnish particulars:			

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

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.A.3 PROOF OF REGISTRATION ON CSD WITH NATIONAL TREASURY

1. Attach original or certified copy of CSD registration certificate to this page.
2. In the case of a joint venture / consortium (excluding consulting engineering partners) the joint venture / consortium must attach original or certified copy of their CSD registration certificate to this page.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.B.1 VALID B-BBEE STATUS LEVEL OF CONTRIBUTOR CERTIFICATE

Submit B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA).

NOTE:

1. Attach **original certified copy** of B-BBEE Verification Certificate to this page.
2. In the case of a joint venture / consortium parties must each attach **original certified copy** of their B-BBEE Verification Certificates.

FORM RD.B.2 MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all tenders:

- The 80/20 system for requirements with a Rand value of up to R50 million (**all applicable taxes included**); and
- The 90/10 system for requirements with a Rand value above R50 million (**all applicable taxes included**).

1.2 The value of this tender is estimated not to exceed R50 million and therefore the **80/20** system shall be applicable.

1.3 Preference points for this tender shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution

1.3.1 The points for this tender are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price, B-BBEE must not exceed	100

1.4 Failure on the part of a tenderer to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the tender, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 Blank or incomplete particulars or insufficient documentary proof thereof, or failure to sign the declaration, will be construed to mean that the tenderer is not claiming preference points, in which case no points will be awarded for HDI.

2. DEFINITIONS

2.1 **all applicable taxes** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

2.2 **B-BBEE** means broad-based black economic empowerment as defined in Section 1 of the Broad-Based Black Economic Empowerment Act.

2.3 **B-BBEE Status Level of Contributor** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of Section 9(1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

-
- 2.4 **Broad-Based Black Economic Empowerment Act** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 2.5 **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.
- 2.6 **consortium or joint venture** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.7 **contract** means the agreement that results from the acceptance of a tender by an organ of state.
- 2.8 **EME** means any enterprise with an annual total revenue of R5 million or less.
- 2.9 **firm price** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract.
- 2.10 **functionality** means the measurement according to predetermined norms, as set out in the tender 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.
- 2.11 **non-firm prices** means all prices other than **firm** prices.
- 2.12 **person** includes a juristic person.
- 2.13 **rand value** means that total estimated value of a contract in South African currency, calculated at the time of tender invitations and includes all applicable taxes and excise duties.
- 2.14 **sub-contract** means the primary contractor's assigning or leasing or 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.
- 2.15 **tender** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services works or goods, through price quotations, advertised competitive bidding processes or proposals.
- 2.16 **total revenue** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007.
- 2.17 **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.
- 2.18 **trustee** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The tenderer obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

- 3.3 Points scored will be rounded off to 2 (two) decimal places.
- 3.4 In the event that two or more tenders have scored equal total points, the successful tender must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more tenders have scored equal points including equal preference points for B-BBEE, the successful tender must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEM

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

80/20

90/20

$$P_S = 80 \left(1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

$$P_S = 90 \left(1 - \frac{P_T - P_{MIN}}{P_{MIN}} \right)$$

Where

P_S = Points scored for price of tender under consideration

P_T = Rand value of tender under consideration

P_{MIN} = Rand value of lowest acceptable tender

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

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

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

- 5.2 Tenderers who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Tenderers other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate tender.
- 5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a tenderer qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. TENDER DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

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

(Points claimed in respect of paragraph &.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA.

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?
(delete which is not applicable)

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

8.1.1 If YES, indicate:

Name of subcontractor	% to be subcontracted	B-BBEE status level	Is the sub-contractor an EME (delete which is not applicable)
-----------------------	-----------------------	---------------------	--

		of sub-contractor		
			YES	NO
			YES	NO
			YES	NO

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of FIRM: _____

9.2 VAT Registration number: _____

9.3 Company registration number: _____

9.4 Type of firm: _____

- Partnership
- One person business/sole trade
- Close corporation
- Company
- (Pty) Limited
- Small Medium Micro Enterprises

(Tick applicable box)

9.5 Describe principal business activities

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

(Tick applicable box)

9.7 Municipal information
 Municipality where business is situated: _____
 Registered account number: _____
 Stand number: _____

9.8 Total number of years the firm has been in business _____

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

- i) The information furnished is true and correct.
- ii) The preference claimed is 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 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 tender process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct; and
 - 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 tenderer 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 have been applied; and
 - e) forward the matter for criminal prosecution.

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FORM RD.B.3 B-BBEE EXEMPTED MICRO ENTERPRISE – SWORN AFFIDAVIT

I, the undersigned

Full Name & Surname																		
Identity Number								-						-			-	

Hereby declare under oath as follow:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- Based on the audited management accounts and other information available on the _____ financial year, the income did not exceed R 10,000,000 (ten million rands);
- Please confirm on the below the B-BBEE level contributor, by ticking the applicable box.

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

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

Deponent Signature:	Date:
Commissioner of oaths (Signature and stamp)	

FORM RD.C.1 MBD 9: CERTIFICATION OF INDEPENDENT TENDER DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all tenders¹ 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 tendering (or tender rigging)². Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. Take all reasonable steps to prevent such abuse;
 - b. Reject the tender of any tenderer if that tenderer 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 tendering process or the execution of the contract.
4. This MDB will serve as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the tender.

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

² Tender rigging (or collusive tendering) 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 tender process. Tender rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying tender:

Appointment Of Nominated Landscaping Contractor for the Wonderboom Intermdoal Facility

in response to the invitation for the tender made by

Iliso Consulting (Pty) Ltd t/a NAKO ILISO

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

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

1. I have read and understand the contents of this certificate;
2. I understand that the accompanying tender will be disqualified if this certificate is found not to be true and complete in every aspect;
3. I am authorized by the tenderer to sign this certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of, and to sign, the tender, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word “competitor” shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer who:
 - a. has been requested to submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - b. could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying tender independently form, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
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 of services 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 tender;
 - e. The submission of a tender which does not meet the specifications and conditions of the tender; or
 - f. Tendering with the intention not to win the tender.

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

8. In addition, there have been no consultations, communications, agreements or arrangement with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.
9. The terms of the accompanying tender have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening or to the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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 form conduction 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.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.2 RECORD OF SERVICES PROVIDED TO ORGANS OF STATE

Tenderers are required to complete this record in terms of the Supply Chain Management Regulations issued in terms of the Municipal Finance Management Act of 2003.

Include only those contracts where the tenderer identified in the signature block below was directly contracted by the employer. Tenderers must not include services provided in terms of a sub-contract agreement.

Where contracts were awarded in the name of a joint venture and the tenderer formed part of that joint venture, indicate in the column entitled “Title of the contract for the service” that was in joint venture and provide the name of the joint venture that contracted with the employer. In the column for the value of the contract for the service, record the value of the portion of the contract performed (or to be performed) by the tender.

Complete the record or attach the required information in the prescribed tabulation

ALL SERVICES COMMENCED OR COMPLETED TO AN ORGAN OF STATE IN THE LAST FIVE YEARS				
	Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity.	Title of contract for the service	Value of contract for service incl. VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				

(Attach additional pages if more space is required.)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.3 STATUS OF CONCERN SUBMITTING TENDER

1. General

State whether the tenderer is a company, a closed corporation, a partnership, a sole practitioner, a joint venture/consortium or a co-operative

Public Company	<input type="checkbox"/>
Private Company	<input type="checkbox"/>
Closed Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Sole Proprietary	<input type="checkbox"/>
Joint Venture / Consortium	<input type="checkbox"/>
Co-operative	<input type="checkbox"/>

(Mark the appropriate option)

2. Information to be provided

If the Tendering Entity is a:		Documentation to be submitted with the tender
1	<u>Closed Corporation</u> , incorporated under the Close Corporation Act, 1984, Act 69 of 1984	CIPRO CK1 or CK2 (Certified copies of the founding statement) and list of members
2	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 53 (b))	Certified copies of: a) CIPRO CM 1 - Certificate of Incorporation b) CIPRO CM 29 – Contents of Register of Directors, Auditors and Officers c) Shareholders Certificates of all Members of the Company, plus a signed statement of the Company's Auditor, certifying each Member's ownership/shareholding percentage relative to the total.
3	<u>Private Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 in which any, or all, <u>shares are held by another</u> Closed Corporation or company with, or without, share capital.	Certified copies of documents referred to in 1 and/or 2 above in respect of all such Closed Corporations and/or Companies
4	<u>Public Company</u> incorporated with share capital, under the companies Act, 1973, Act 61 of 1973 (Including Companies incorporated under Art 21)	A signed statement of the Company's Secretary confirming that the Company is a public Company.
5	<u>Sole Proprietary</u> or a <u>Partnership</u>	Certified copy of the Identity Document of: a) such Sole Proprietary, or b) Each of the Partners in the Partnership Certified copy of the Partnership agreement.

If the Tendering Entity is a:		Documentation to be submitted with the tender
6	<u>Co-operative</u>	CIPRO CR2 - Certified copies of Company registration document.
7	<u>Joint Venture / Consortium</u>	All the documents (as described above) as applicable to each partner in the joint venture / consortium as well as a certified copy of the joint venture / consortium agreement.

Note:

1. If the shares are held in trust provide a copy of the Deed of Trust (only the front page and pages listing the trustees and beneficiaries are required) as well as the Letter of Authority as issued by the Master of the Supreme Court wherein trustees have been duly appointed and authorised
2. Include a certified copy of the Certificate of Change of Name (CM9) if applicable.

3. Registered for VAT proposes in terms of the Value-Added Tax Act (89 of 1991)

Yes

No

(Make an X in the appropriate space)

REGISTRATION NO: _____

FORM RD.C.4 CLASSIFICATION OF BUSINESS

1. The Small Businesses are defined in the National Small Business Act, 1996 (Act 102 of 1996).

2. Information furnished with regard to the classification of Small businesses

(a.) Indicate whether the company/entity is defined as a small, medium or micro enterprise by the National Small Business Act.

YES	NO
-----	----

(Tick appropriate box)

(b.) If the response to 2.(a.) is **YES**, the following must be completed:

i. Sector/sub-sector in accordance with the Standard Industrial classification:

ii. Size or class:

iii. Total full-time equivalent of paid employees:

iv. Total annual turnover:

v. Total gross asset value (fixed property excluded):

(A schedule indicating the different sectors is attached to this form.)

(c.) The tenderer should substantiate the information provided by submitting the following documentation:

i. A letter from the tenderer's auditor or an affidavit from the South African Police Services confirming the correctness of the abovementioned information,

ii. Company profile indicating the tenderer's staff compliment, and

iii. 3 year financial statement or since their establishment if established during the past 3 years.

SCHEDULE OF SECTORS

SIZE OF CLASS	THE TOTAL FULL-TIME EQUIVALENT OF PAID EMPLOYEES	TOTAL TURNOVER	TOTAL GROSS ASSET VALUE (FIXED PROPERTY EXCLUDED)
AGRICULTURE			
Medium	100	R 5 mil	R 5 mil
Small	50	R 3 mil	R 3 mil
Very Small	10	R 500 000	R 500 000
Micro	5	R 200 000	R 100 000
MINING AND QUARRYING			
Medium	200	R 39 mil	R 23 mil
Small	50	R 10 mil	R 6 mil
Very Small	20	R 4 mil	R 2 mil
Micro	5	R 200 000	R 100 000
MANUFACTURING			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5 mil	R 2 mil
Micro	5	R 200 000	R 100 000
ELECTRICITY, GAS & WATER			
Medium	200	R 51 mil	R 19 mil
Small	50	R 13 mil	R 5 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
CONSTRUCTION			
Medium	200	R 26 mil	R 5 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 3	R 500 000
Micro	5	R 200 000	R 100 000
RETAIL AND MOTOR TRADE & REPAIR SERVICES			
Medium	200	R 39 mil	R 6 mil
Small	50	R 19 mil	R 3 mil
Very Small	20	R 4 mil	R 600 000
Micro	5	R 200 000	R 100 000
WHOLESALE TRADE, COMMERCIAL AGENTS AND ALLIED SERVICES			
Medium	200	R 64 mil	R 10 mil
Small	50	R 32 mil	R 5 mil
Very Small	20	R 6 mil	R 600 000
Micro	5	R 200 000	R 100 000
CATERING, ACCOMMODATION AND OTHER TRADE			
Medium	200	R 13 mil	R 3 mil
Small	50	R 6 mil	R 1 mil
Very Small	20	R 5.1 mil	R 1.9 mil
Micro	5	R 200 000	R 100 000
TRANSPORT, STORAGE & COMMUNICATIONS			
Medium	200	R 26 mil	R 6 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 600 000
Micro	5	R 200 000	R 100 000
FINANCE & BUSINESS SERVICES			
Medium	200	R 26 mil	R 5 mil
Small	50	R 13 mil	R 3 mil
Very Small	20	R 3 mil	R 500 000
Micro	5	R 200 000	R 100 000
COMMUNITY, SOCIAL AND PERSONAL SERVICES			
Medium	200	R 13 mil	R 6 mil
Small	50	R 6 mil	R 3 mil
Very Small	20	R 1mil	R 600 000
Micro	5	R 200 000	R 100 000

FORM RD.C.5 MBD 5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

1. The tenderer is required by law to prepare annual financial statements for auditing their audited annual financial statements:
- i) for the past three years; or
 - ii) Since the establishment if established during the past three years.

Indicate whether these have been included in the tender:

YES	NO
-----	----

2. Does the tenderer have any undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days?

YES	NO
-----	----

If so, state particulars _____

3. Has any contracts been awarded to the tenderer by an organ of state during the past five years?

YES	NO
-----	----

If so, state particulars _____

4. Has there been any material non-compliance or dispute concerning the execution of such contract?

YES	NO
-----	----

If so, state particulars _____

5. Is any portion of the goods or services expected to be sourced from outside the Republic?

YES	NO
-----	----

If, so state what portion and whether any portion of payment from the municipality is expected to be transferred outside of the Republic.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.C.6 CERTIFICATE OF AUTHORITY OF SIGNATORY

RESOLUTION of the a meeting of the *Board of Directors/Members/Partners of

 (Legally correct full name and registration number, if applicable, of the enterprise)

Held at: _____ (place)

On: _____ (date)

RESOLVED that:

- The enterprise submits a tender to ILISO Consulting (Pty) Ltd t/a NAKO ILISO in respect of the following project:

Tender Number:	HHS01-2016/17
Tender Description:	Appointment Of A Nominated Landscaping Contractor for WP4D: Wonderboom Intermodal Facility (Building Works)

- *Mr/Ms: _____
 in *his/her capacity as _____

and who will sign as follow:

Proof signature	Proof signature
-----------------	-----------------

be, and is hereby authorized to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the enterprise mentioned above

NAME	CAPACITY	SIGNATURE

Note: 1. *Delete which is not applicable. 2. IMPORTANT: This resolution <u>must</u> be signed by all the directors/members/ partners of the tendering enterprise. 3. Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.	Enterprise stamp
---	------------------

FORM RD.C.7 CERTIFICATE OF AUTHORITY OF SIGNATORY FOR JOINT VENTURES AND CONSORTIA

*Joint venture/consortium name: _____

We, the undersigned, are submitting this tender in a *joint venture/consortium and hereby authorize *Mr/Ms
 _____ authorized signatory of the enterprise
 _____ acting in the capacity of lead partner

to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender for the *joint venture/consortium mentioned above.

Registered name of enterprise	Registration number	% of contract value	Address	Duly authorized signatory	Mark with (x) for lead partner

Note:

- *Delete which is not applicable.
- IMPORTANT: This resolution must be signed by all the parties of the joint venture/consortium and every duly authorized signatory for each party to the joint venture/consortium must complete a Form RD.C.15.
- Should the number of directors/members/partners exceed the space available above, additional names and signatures must be supplied on a separate page.

FORM RD.C.9 EPWP STAFF FOR LABOUR INTENSIVE CONSTRUCTION WORKS

The tenderer shall, submit the names of all management, design and supervisory staff that will be employed to design and supervise the labour intensive portion of the works together with satisfactory documentary evidence that such staff members satisfy the eligibility requirements.

CATEGORY OF EMPLOYEE	NAME OF EMPLOYEE	NQF LEVEL	LABOUR INTENSIVE SKILLS PROGRAM UNIT STANDARD TITLES	DATE COMPLETED	YEARS EXPERIENCE
Designer					

NQF 7 Unit Standard Required: Develop and Promote Labour Intensive Construction Strategies

Administrator/ Site supervisor					
-----------------------------------	--	--	--	--	--

NQF 5 Unit Standard Required: Manage Labour Intensive Construction Projects

(Attach documentary proof to this page)

FORM RD.C.10 FORM OF INTENT TO PROVIDE PERFORMANCE BOND

1 With reference to the tender of
(hereinafter referred to as the “**TENDERER**” for the project (hereinafter referred to as the “**CONTRACT**” for **TCT CIVIL AND CONSTRUCTION CC (Registration Number 2004/100300/23)**, (hereinafter referred to as the “**EMPLOYER**” for the tender dated
for the offered total of prices of (R)
..... (in words)

2 I/We in my/our capacity as
..... and hereby representing
..... (hereinafter referred to as the
“**INSURER**” advise that the “**INSURER**” undertakes to provide a **Performance Bond** to the **EMPLOYER** to the Employer’s format included in Part C1.3 of this document within five (5) working days of the written acceptance of the contractor’s tender offer.

Thus done and signed at on

.....
Name of signatory

.....
Capacity of authorised signatory

.....
As witness

.....
*for and on behalf of the insurer who
by signature hereof warrants
authorisation hereto*

3. .

FORM RD.D.1 EVALUATION SCHEDULE: APPROACH PAPER

The approach paper must specifically respond to the terms of reference in **Section C3** and outline the proposed approach/methodology which relates to health and safety. The approach paper should articulate what added value the tenderer will provide in achieving the stated objectives for the project.

In order to prevent subjectivity, the approach paper must be structured in a manner such that it reflects the following:

- A summary of the project (not more than 1 page);
- A work-flow or sequence to be followed when undertaking the project (administrative and technical processes through which the engineering work passes from initiation to completion);
- The resources to be used;
- Technical methodologies;
- Construction supervision methods;
- Quality standards and specifications;
- Quality plan;
- What contribution can be made regarding value management;
- Hazard identification and risk management; as well as
- All relevant statutory regulations and standards as set out in this document;

In addition, the tenderer must, in the summary page, explain:

- His / her understanding of the objectives of the assignment;
- The Employer’s stated and implied requirements; and
- Explain in summary the technical approach they would adopt to address them.

The approach paper must clearly set out:

- The methodologies which are to be adopted; and
- Demonstrate the compatibility of those methodologies with the proposed approach.

The tenderer must attach his / her approach paper to this page. The approach paper should not be longer than 20 pages.

The scoring of the approach paper will be as follows:

	Technical approach and methodology
No Response (score 0)	The tenderer did not respond or comply with this evaluation schedule.
Poor (score 40)	The technical approach and / or methodology are poor / are unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project as reflected in the structure of the approach paper above.
Satisfactory (score 70)	The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics (as reflected in the structure of the approach paper above) of the project. The quality plan, manner in which risk is to be managed etc. is too generic.
Good (score 90)	The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc. is specifically tailored to the critical characteristics (as reflected in the structure of the approach paper above) of the project.
Very good (score 100)	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way (featuring new methods such as environmentally sustainable methods), indicating that the tenderer has outstanding knowledge of state-of-the-art approaches (the most recent international design software systems, standards and methods). The approach paper details ways to improve the project outcomes and the quality of the outputs.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.D.2 EVALUATION SCHEDULE: TENDER’S EXPERIENCE

The bidder’s submission must specifically respond to the contract terms of reference. The experience of the tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as opposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last five years will be evaluated.

Tenderers must complete Form RD.D.3: Schedule of Tender’s Experience to comply with this schedule.

The scoring of the tenderer’s experience will be as follows:

Tenderer’s experience			
	Number of Projects Completed/Current	Points	Total Points
Experience in Landscaping Construction Projects	5	30	30
	4	24	
	3	18	
	2	12	
	1	6	

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.D.3 SCHEDULE OF TENDERER’S EXPERIENCE

The following is a statement of similar work successfully executed by myself/ourselves. **The bidder must attach appointment letters and completions certificates as proof.**

Employer, contact person and telephone number	Description of contract	Value of work & Value of Fees	Date completed

(Attach additional pages if more space is required)

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.D.6 EVALUATION SCHEDULE: CONTRACTORS LOCALITY

Please note that in this context, “local” refers to City of Tshwane Metropolitan Municipality. The scoring of the Ownership and local status will be as follows:

CONTRACTORS LOCALITY	15
Local status (Proof: Copy of utility statement or copy of a valid lease agreement)	
<input type="radio"/> Good: Within the City of Tshwane	15
<input type="radio"/> Satisfactory: Within Gauteng	10
<input type="radio"/> Poor: Outside Gauteng	5

****The onus is on the Tenderer to provide proof of local and ownership status. Failure to provide this information will result in the Tenderer obtaining a zero (0) score in this section.***

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.	
<u>Person authorized to sign the tender:</u>	
Full name (in BLOCK letters): _____	
Signature: _____	
Date: _____	

FORM RD.D.7 EVALUATION SCHEDULE: PROPOSED ORGANIZATIONAL STAFFING AND EXPERIENCE OF KEY PERSONNEL

The tenderer should propose the structure and composition of their team i.e. the main disciplines involved, the key staff member/expert responsible for each discipline, and the proposed technical and support staff and site staff. The roles and responsibilities of each key staff member/expert should be set out as job descriptions. In the case of an association/joint venture/consortium, it should, indicate how the duties and responsibilities are to be shared.

The experience of assigned staff member in relation to the scope of work will be evaluated from two different points of view:

- 1) General experience (total duration of professional activity), level of education and training and positions held of each discipline specific team leader; and
- 2) The education, training, skills and experience of the Assigned Staff in the specific sector, field, subject, etc. which is directly linked to the list of services areas provided below. (Service Areas Provided).

Tenderers must complete Form RD.D.8: Key Personnel to comply with this schedule. An organogram and CV (see Form RD.D.9: Curriculum Vitae Of Key Personnel) of the project team of not more than 3 pages should be attached to this schedule:

The scoring of the experience of key staff will be as follows:

Experience of key personnel				
Category of Service	Designation	Minimum Qualifications & Experience Requirements	Score	Points
Contracts Manager	Contracts Manager linked to Organogram	BSc/B-Tech Degree in Landscaping Architecture with 8-10 years traceable experience.	1-4yrs – 5 points 5-7yrs – 10 points 8-10yrs –20 points	20
Site Agent	Site Agent linked to Organogram	National Diploma in Landscaping Architecture with 5-8 years traceable experience.	1-3yrs – 5 points 3-5yrs – 10 points 5-8yrs – 20 points	20
Foreman	Foreman linked to Organogram	More than 5 years traceable experience in landscaping construction works.	1-3yrs – 4 points 3-5yrs – 7 points >5yrs – 10 points	10

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

FORM RD.D.8 KEY PERSONNEL

The tenderer shall list in the table below the key personnel to be engaged for this project.

Note: Form RD.D.8 must be complete for each person listed below.

	NAME	PROPOSED POSITION	LOCAL / NON LOCAL
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

(Attach additional pages if more space is required)

<p>The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.</p> <p><u>Person authorized to sign the tender:</u></p> <p>Full name (in BLOCK letters): _____</p> <p>Signature: _____</p> <p>Date: _____</p>
--

FORM RD.D.9 CURRICULUM VITAE OF KEY PERSONNEL

Note: This form should be completed for each key person listed in Form RD.D.8.

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (list in chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
<p>Certification:</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.</p> <p>_____</p> <p>(Signature of person named in schedule)</p> <p>_____</p> <p>Date:</p>	

FORM RD.E.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	DATE	REFERENCE	TITLE
1			
2			
3			
4			
5			
6			
7			
8			
9			

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Person authorized to sign the tender:

Full name (in BLOCK letters): _____

Signature: _____

Date: _____

PORTION 2: CONTRACT

PART C1: AGREEMENTS AND CONTRACT DATA

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C1.1 FORM OF OFFER AND ACCEPTANCE

STAMP

OFFER -

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

CONTRACT: HHS01_2016/17 WP4D: WONDERBOOM INTERMODAL FACILITY (BUILDING WORKS): LANDSCAPING CONSTRUCTION

The tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX IS

R _____ *(in figures)*

_____ *(in words)*

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

FOR AND ON BEHALF OF THE TENDERER:

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

ACCEPTANCE

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 of conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in

- Part C1 Agreements and Contract Data, (which includes this Agreement)
- Part C3 Scope of Work
- Part C4 Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto 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 authorised representative(s) of both parties.

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 at, or just after, the date this Agreement comes into effect. 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 original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five 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,

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:
(in BLOCK letters) _____

CAPACITY:
(of authorized agent) _____

SIGNATURE:
(of authorized agent) _____

SIGNED at _____ on this _____ day of _____

WITNESSES:
(Full name in BLOCK letters and signature)

1. _____

2. _____

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 subject 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 of 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 or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the contract.

4.1 Subject: _____
Details: _____

4.2 Subject: _____
Details: _____

4.3 Subject: _____
Details: _____

4.4 Subject: _____
Details: _____

4.5 Subject: _____
Details: _____

By the duly authorised representatives signing this agreement, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from the amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change 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, 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 AND ON BEHALF OF THE TENDERER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____

on this _____

day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____

on this _____

day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.2 CONTRACT DATA

C1.2.1 GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract are Clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (5th Edition of July 2007)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract can be obtained from the Association of South African Quantity Surveyors, Tel (011) 315-4140; Master Builders Association, Tel (011) 205-9000; or South African Institute of Architects, Tel (011) 486-0684.

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

C1.2.2 VARIATIONS AND ADDITIONS TO THE CONDITIONS OF CONTRACT (SPECIAL CONDITIONS)

The additions, deletions and alterations to the JBCC Principal Agreement are:

CLAUSE	CONTRACT DATA
1.1	<p>Replace the following definitions in DEFINITIONS AND INTERPRETATIONS with the following wording:</p> <p>AGREEMENT means the Agreement arising from the signing of the Form of Offer and Acceptance by the parties.</p> <p>SPECIFICATION means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.</p> <p>CONSTRUCTION PERIOD means the period commencing on the date that the Agreement made in terms of the Offer and Acceptance comes into effect and ending on the date of practical completion.</p> <p>CONTRACT DOCUMENTS means the Agreement and all documents referenced therein.</p> <p>CONTRACT DRAWINGS means the drawings listed in the Scope of Work.</p> <p>CONTRACT SUM means the total of prices in the Form of Offer and Acceptance.</p> <p>SCHEDULE means the variables listed in the Contract Data.</p>
1.6.4	<p>Delete Sub-clause 1.6.4.</p>
3.5	<p>Delete Sub-clause 3.5.</p>
3.6	<p>Delete Sub-clause 3.6.</p>
21	<p>Replace Sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:</p> <p>The Principal Agent shall appoint a Nominated Sub-contractor in accordance with the provisions in the Scope of Work.</p>
30.1	<p>Replace reference to 36.3 at end of sentence with 36.0 in Sub-clause 30.1.</p>
31.12	<p>Delete “Payment shall be subject to the Employer giving the Contractor a tax invoice for the amount due”.</p>
31.9	<p>Delete: “The employer shall pay the contractor the amount certified in the payment certificate within 7 calendar days” and replace with, : “The employer shall pay the contractor the amount certified in the payment certificate within 1 calendar month”</p>
32.12	<p>Delete Sub-clause 32.12.</p>

CLAUSE	CONTRACT DATA
STATE PROVISIONS	
41.0	STATE SUBSTITUTIONS
41.1.3 (41.0)	Delete the definitions for CONSTRUCTION PERIOD and INTEREST in Sub-clause 41.1.3 in the substitute provisions (Clause 41.0 State Clauses).
10.3 (41.0)	Add Sub-clause 10.3 of the non-state clauses.
11.1 (41.0)	Delete Sub-clause 11.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 11.1 apply to the state .
12.1 (41.0)	Delete Sub-clauses 12.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 12.1 apply to the state ; and Replace “ contractor ” in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with “The party responsible in terms of 12.1”.
12.2 (41.0)	Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read “Where the contractor is responsible for insurances, the contractor shall
10.0 11.0 12.0 (41.0)	Add the following Sub-clauses pertaining to the Insurances of installation, construction, maintenance or engineering contract works: 1. <u>Employer to Insure</u> Without limiting the Contractor’s/Sub-contractor’s obligation in terms of the Contract, the Employer will effect and maintain for the duration of the Contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurances in the name of the Contractor (including all Sub-contractors whether nominated or otherwise): 1.1 The Employer’s insurer will indemnify the Contractor/Sub-contractor against physical loss of or damage to any part of the Property Insured not exceeding the maximum contract value or the final contract value estimated at inception including free issue materials where applicable as stated in the Contract Data: a) Whilst in transit including loading and unloading whilst temporarily stored at any premises en route to or from the Contract Site within the Territorial Limits; b) From the time of unloading, dismantling or preparation at the Contract Site and thereafter until the Property Insured has been officially accepted by the Employer and becomes his responsibility by means of a notice of completion certificate or similar evidence of legal transfer of risk;
CLAUSE	CONTRACT DATA

CLAUSE	CONTRACT DATA
<p>10.0 11.0 12.0 (41.0) (cont)</p>	<p>c) During the contractual defects liability or Maintenance Period which shall not exceed the period reflected in the Schedule but only so far as the Contractors and/or Sub-Contractors may be liable for such loss or damage under the defects liability or maintenance condition/s of the Insured Contract;</p> <p>d) Removal of Debris;</p> <p>e) Surrounding Property;</p> <p>f) Work Away;</p> <p>g) Off-site Storage;</p> <p>h) Temporary Repairs;</p> <p>i) Contribution Clause – Marine;</p> <p>j) Escalation during Contract Period;</p> <p>k) Post Loss Escalation;</p> <p>l) Automatic Reinstatement;</p> <p>m) Principals Maintenance;</p> <p>n) Property taken over;</p> <p>o) Beneficial Occupation;</p> <p>p) Escalation due to Currency Fluctuation;</p> <p>q) Manufacturers Guarantees.</p> <p>1.2 The Employer’s insurer will indemnify the Contractor/Sub-contractor against all sums for which the Contractor/Sub-contractor shall become legally liable towards third party claimants to pay for and in consequence of:</p> <p>a) Accidental death of or bodily injury to or illness or disease contracted by any person (excluding employees of the Contractor/Sub-contractor);</p> <p>b) Accidental physical loss or damage to tangible property occurring during the Period of Insurance and arising out of or in connection with the performance of the Insured Contract at the Contract Site as defined in the Schedule. The minimum limit of indemnity for any one event is R5-million in respect of contracts with a contract value of up to R12-million.</p> <p>2. <u>Insurance Premium payable</u></p> <p>The Employer will pay the insurance premium for the works damage and public liability insurance cover. The insurance premium will be calculated based on the approved Capital Budget per financial year and the insurance premium will be charged out to the relevant Departments by the Section: Insurance and Risk Management.</p> <p>3. <u>Additional Insurance by the Employer</u></p> <p>The Employer shall be free to effect at his own cost any additional insurance, which he deems necessary in own interest to cover loss or damage not insured in terms of the insurance policies of Sub-Clause 1 of this Clause.</p>

CLAUSE	CONTRACT DATA
	<p>4. <u>Additional Insurance by the Contractor/Sub-contractor</u></p> <p>The Contractor and Sub-contractor shall be free to effect and maintain at their own cost any additional insurance which the Contractor/Sub-contractor deems necessary to cover damage, loss or injury not insured in terms of the insurance effected by the Employer's insurer. The cost of this additional insurance will be for the account of the Contractor/Sub-contractor.</p>

CLAUSE	CONTRACT DATA
<p>10.0 11.0 12.0 (41.0) (cont)</p>	<p>5. <u>Contractor satisfied with Insurance</u></p> <p>The submission of a tender shall be construed as acknowledgement by the Contractor that he is satisfied with the insurance cover effected by the Employer.</p> <p>6. <u>Contractor to observe Conditions</u></p> <p>The Contractor shall give all notices and observe all conditions and requirements imposed by the relevant insurance policies, which shall be binding on the Contractor.</p> <p>7. <u>Contractor to Insure</u></p> <p>The Contractor/Sub-contractor shall effect and keep in force for the duration of the contract until the issuing of the Defects Certificate or the end of the Maintenance Period, the following insurance policies at an insurance company within 14 (fourteen) days of the notification of acceptance of the tender and must pay all premiums and supply proof thereof to the relevant Project Manager, 30 (thirty) days before the inception of the contract, that the policies have been taken out and that all premiums have been paid:</p> <ul style="list-style-type: none"> a) All Risk Insurance cover with regard to all Plant and Materials and Equipment, owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof; b) Motor Vehicle and Liability Insurance cover indicating the registration numbers of the vehicles owned, leased or hired by the Contractor that are used in the execution of the contract to the amount of at least R5-million per claim with the number of claims unlimited; c) SASRIA cover for motor vehicles and Plant and Materials and Equipment owned, leased or hired by the Contractor that are used in the execution of the contract for the full replacement value thereof; d) In respect of Plant and Materials and Equipment and Motor Vehicles brought onto the Site by or on behalf of Subcontractors, the Contractor shall be deemed to have complied with the provisions of this Sub-Clause by ensuring that such Sub-contractors have similarly insured such Plant and Materials and Equipment and Motor Vehicles; e) Proof must also be submitted that the Contractor complies with the conditions of the following legislation: <ul style="list-style-type: none"> - Compensation for Occupational Injuries and diseases, 1993 - Unemployment Insurance Act, 1996 - The Contractor shall in respect of the Site of the contract works appoint in writing a competent person to meet the requirements of the Health and Safety Act, No 85 of 1993 as amended. <p>8. The Project Manager involved must furnish copies of the required insurance documentation 30 (thirty) days before the inception of the contract to the Section: Insurance and Risk Management. Approval by the Employer shall be deemed unless a reasonable objection is lodged within 14 (fourteen) calendar days of receipt of such</p>

CLAUSE	CONTRACT DATA
	<p>policies. Where required, the Contractor/Sub-contractor shall provide evidence of renewal to the Project Manager before the expiry of the current period of insurance.</p> <p>9. <u>Reporting of incidents</u></p> <p>In the event of an occurrence, which is likely to give rise to a claim under the insurance policy effected by the Employer, the Contractor/Sub-contractors and Project Manager will adhere to the following procedures:</p> <ol style="list-style-type: none"> a) In addition to any statutory obligations and/or requirements contained in the Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 48 (forty-eight) hours giving the circumstances, nature and an estimate of the loss or damage. b) The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred, to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Head of Department motivating the reason(s) for the late reporting of the incident, but the Project Manager must take note that the Insurer might repudiate the loss if it is found that the insured's rights have been compromised as a result of the late reporting. c) The following documentation must be included with the claim documentation: <ul style="list-style-type: none"> - Photos of damages caused or suffered as proof or substantiation of the claims. d) In the event of Insured Property being damaged during the Contract Works beyond economical repair, the property must be safeguarded and be handed over to the Employer's insurer for salvage. e) The Section: Insurance and Risk Management will inform the Employer's insurer of the incident. The Contractor/Subcontractor shall afford all reasonable access to the Site to the Employer, the Project Manager, the Employer's insurers and/or representatives for the purpose of assessment of any loss or damage. <p>10. <u>Reporting of catastrophic incidents</u></p> <p>In the event of an occurrence, which is likely to give rise to a claim, under the insurance policy effected by the Employer, with an estimated loss or damage of more than R250 000,00, the Contractor and the Project Manager will adhere to the following procedures:</p> <ol style="list-style-type: none"> a) In addition to any statutory obligations and/or requirements contained in the General Conditions of Contract, the Contractor shall notify the Employer and the Project Manager of every occurrence within 24 (twenty-four) hours giving the circumstances, nature and an estimate of the loss or damage. b) The Project Manager must notify the Section: Insurance and Risk Management on the same day that the Contractor/Sub-contractor has notified the Project Manager of the incident. c) The Section: Insurance and Risk Management will notify the Employer's insurer of the incident. The Contractor/Sub-contractor shall afford all reasonable access to the Site to

CLAUSE	CONTRACT DATA
	<p>the Employer, the Project Manager, the Employer’s insurers and/or representatives for the purpose of assessment of any loss or damage.</p> <p>d) The Project Manager will be responsible to complete and submit the relevant claim documentation for each incident within 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management. Should the incident be reported by the Project Manager more than 30 (thirty) days after the incident occurred to the Section: Insurance and Risk Management, the claim will only be considered if the claim documentation is accompanied by a letter from the relevant Head of Department motivating the reason(s) for the late reporting of the incident. Should the relevant claim documentation not be submitted within 30 (thirty) days, the claim will be repudiated.</p>

CLAUSE	CONTRACT DATA
CLAUSE	CONTRACT DATA (CONTD.)
<p>10.0 11.0 12.0 (41.0)</p>	<p>11. <u>Reporting of crime related incidents</u></p> <p>All crime related incidents, losses or shortages irrespective of the value, must within 24 (twenty-four) hours by the person who was involved or who has discovered the incident to the nearest South African Police Services (SAPS) station. The name of the Police Station, Investigation Officer and the Case number must be obtained and stated on the Contractor Claim Form. Should the incident not be reported to the SAPS, the claim will be repudiated.</p> <p>12. <u>Claim documentation</u></p> <p>The Project Manager must obtain all relevant information from the Contractor/Sub-contractor and complete the Contractor Claim Form, included in this report as Annexure B that is available on the Intranet. The project number must be stated on the Contractor Claim Form.</p> <p>The Project Manager must submit with the Contractor Claim Form a detailed cost sheet indicating the estimate of the loss or damage.</p> <p>Any misrepresentation, misdescription or non-disclosure of material facts, at the option of the insurers, can result in claims submitted being declared null and void.</p> <p>13. <u>Authorization of claim forms</u></p> <p>It is imperative that a formally delegated official or his nominee of the Employer should authorize the Contractor Claim Forms as proof of the appropriate authorization, verification and approval of claims submitted. The Head of Department must provide an authorization letter to the Section: Insurance and Risk Management stating the names and the specimen signatures of the delegated official or his nominee within 30 (thirty) days from approval of this report by Council. Should the delegated official or his nominee not sign the relevant claim form, the claim will be repudiated as this may lead to inappropriate independent verification of the validity of claims, thereby increasing the risk of insurance fraud and consequent reputation damage to the Employer.</p> <p>14. <u>Contractor to pay deductibles</u></p> <p>Any claim in terms of the insurance affected by the Employer shall be subject to the Contractor being responsible for the payment of the amount stated in the Annexure to the Policies as being the deductible (first amount payable or Excess) as defined in the Certificate of Insurance issued by the Employer’s insurer in terms of the Policy.</p> <p>15. <u>Settlement of claims</u></p> <p>All incidents reported to the Section: Insurance and Risk Management in respect of an occurrence, which is likely to give rise to a claim will be forwarded to the Employer’s insurer who will take the necessary actions for the settlement of any such claims.</p> <p>The Contractor shall negotiate for the settlement of claims with the Employer or the Employer’s insurer through the Section: Insurance and Risk Management. The Employer’s Chief Financial Officer will authorize all settlements of claims.</p> <p>Should action for the settlement of any such claim to the satisfaction of the Project</p>

CLAUSE	CONTRACT DATA
	<p>Manager not be taken by the Contractor/sub-contractor within 30 (thirty) days after receipt of such claim by the Contractor/sub-contractor, the Employer or the Employer’s insurer may settle any such claim, after giving the Contractor notice of its intention to do so; provided that no such claim shall be settled by the Employer or the Employer’s insurer without first consulting the Contractor/sub-contractor.</p> <p>The foregoing provisions of this Sub-Clause shall apply <i>mutatis mutandis</i> to any such claim received by the Contractor directly.</p>

CLAUSE	CONTRACT DATA (CONTD.)
<p>10.0 11.0 12.0 (41.0)</p>	<p>It is distinctly understood that should the Employer or the Employer’s insurer not settle any such claim at the earliest opportunity, it shall in no way prejudice the Employer or the Employer’s insurer’s rights to recover from the Contractor nor shall the Contractor raise any such defense against the Employer or the Employer’s insurer.</p> <p>Any moneys which become payable as a result of a claim under the insurance effected by the Employer shall be paid to the Employer after deduction of the deductible amount (first amount payable or Excess), who shall pay such amount to the Contractor or to the party rectifying, repairing or reinstalling or who has suffered the loss or damage, but this shall in no way affect the Contractor’s obligations in terms of the Contract.</p>
<p>14.0 15.1 36.1.1 (41.0)</p>	<p>Replace in the state clauses Clause 14.0 with the following Sub-clauses pertaining to the Security to be provided for the contract works:</p> <ol style="list-style-type: none"> 1. When called upon by the Employer to do so and prior to the signing of the Contract, the Contractor shall provide a Construction Guarantee from a bank, insurance or similar financial company approved by the Chief Financial Officer as security for the due fulfilment and completion of the Works. 2. Where required, Construction Guarantees (refer to C1.3: CONSTRUCTION GUARANTEE) shall be based on the tender amount and set as follows: <ol style="list-style-type: none"> a) <u>Micro contracts (not exceeding R200 000):</u> Not required. b) <u>Minor contracts (exceeding R200 000 and not exceeding R1 000 000):</u> Contractors shall be given the choice of providing: <ol style="list-style-type: none"> i) Construction Guarantee of 10%; or ii) Retention of 10% being withheld on each progress payment up to a maximum of 5% of the contract sum <u>without</u> the requirement for furnish of a construction guarantee, half (2,5%) of which will be released on acceptance of practical completion of the contract, and the remainder (2,5%) at final completion/acceptance after the free maintenance period, defined in the tender document. c) <u>Major contracts (exceeding R1 000 000):</u> Construction Guarantee of 10%. d) <u>International contracts</u> Construction Guarantee of 10%. 3. The security so provided shall be held by the Employer until completion of the Works, and may be called up at any time as provided for under Sub-clause 36.1.1.

	<p><u>NOTE:</u></p> <ul style="list-style-type: none">▪ All amounts listed are <u>inclusive</u> of VAT
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CLAUSE	CONTRACT DATA (CONTD.)
<p>31.8 (41.0)</p>	<p>Replace in the state clauses Sub-clause 31.8 with the following Sub-clauses pertaining to Payments to the Contractor::</p> <ol style="list-style-type: none"> 1. Payments shall be made by the Employer in South African currency in Pretoria upon submission of a payment certificate to the Chief Financial Officer. 2. No payments or certificates upon which payments are made shall be taken as evidence or admission of the amount or quality of the work done, nor as evidence or admission on the part of the Employer of the Contractor's compliance with the Contract, nor shall the issuing of such certificates or the making of any payment under this Clause in any way relieve the Contractor or his obligation to complete the Works and to correct any errors, defects or omissions therein in full compliance with all terms and conditions of the Contract. 3. Progress payments will be made but not more frequently than once a month, nor will certificates be prepared for a sum of less than 1% of the tendered contract sum, except as final payment 4. Final payment shall only be made after the Employer has certified that the Works are in order and after the settlement of all claims. 5. No interest shall be payable to the Contractor in respect of moneys retained in terms of this Clause. <p>Replace in the state clauses Sub-clause 31.8 with the following Sub-clauses pertaining to Retention to the Contractor:</p> <p>Retention shall be held and kept by the Employer In respect of each progress payment made. The value of retention deducted shall be as follows:</p> <ol style="list-style-type: none"> a) <u>Minor contracts (exceeding R200 000 and not exceeding R1 000 000):</u> Retention of 10% of the value of the work carried out with no limit, reduced to 5% after completion for the duration of the maintenance period. b) <u>Major contracts (exceeding R1 000 000):</u> Retention of 10% of the value of the work carried out, up to a limit of 5% of the tender sum, with no reduction for the duration of the maintenance period. <p>NOTE:</p> <ul style="list-style-type: none"> ▪ All amounts listed are <u>inclusive</u> of VAT ▪ <i>Financial guarantees <u>in lieu of retention</u> may be deposited with the Chief Financial Officer.</i>

CLAUSE	CONTRACT DATA (CONTD.)
31.9 (41.0)	Replace in the state clauses Sub-clause 31.9 with the following Sub-clause pertaining to Payments to the Contractor: “The Employer shall pay the Contractor the amount certified within 30 (thirty) calendar days from the date of issue of a payment certificate. “
31.11.1 31.11.2 (41.0)	Delete in the state clauses Sub-clauses 31.11.1 and 31.11.2. Sub-clause 31.11.1 of the non-state clauses will apply to the Contract .

CLAUSE	CONTRACT DATA (CONTD)
31.12 (41.0)	Delete “Payment shall be subject to the Employer giving the Contractor a tax invoice for the amount due” in Sub-clause 31.12 in the state clauses.
32.15 34.3 to 5.12 (41.0)	Add in to the state clauses Sub-clauses 32.15 and 34.3 to 5.1.2.
40.0 (41)	Delete in the Substitute Provisions (41.0 State Clauses) Sub-clause 40.2.1, 40.2.2 and 40.3/4/5/6 and replace with the following Sub-clauses: 40.1# Should any dispute between the Employer , his Agents or Principal Agent on the one hand and the contractor on the other arises out of this Agreement , such dispute shall be referred to adjudication. 40.2# Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators nominated by the Association of South African Quantity Surveyors or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairperson for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The adjudicator shall be appointed in terms of the Adjudicators Agreement (refer to C1.4: ADJUDICATOR’S CONTRACT). 40.3# If provided in the Schedule , a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to

	<p>be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution thereof. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.</p> <p>40.4# If the Schedule provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.</p>
(41.0)	<p>Add the following Clause to the Substitute Provisions (41.0 State Clauses):</p> <p>“Notwithstanding any clause to the contrary, on cancellation of this agreement either by the Employer or the Contractor, or for any reason whatsoever, the Contractor shall on written instruction, discontinue with the Works on a stated date and withdraw himself from the Site. The contractor shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.”</p>

C1.2.3 DATA PROVIDED BY THE EMPLOYER

CLAUSE	DATA PROVIDED BY THE EMPLOYER
1.2	<p><u>Employer:</u> TCT CIVIL & CONSTRUCTION CC</p> <p>Postal address: 186 Cradock Avenue Lyttleton Manor 0157</p> <p>Physical address: 186 Cradock Avenue Lyttleton Manor 0157</p> <p>Contact person : Mr. Edmore Gwature</p> <p>Email: edmore@tctcivil.co.za</p> <p>Facsimile no: 086 243 2548</p>
5.1	<p><u>Principal Agent:</u> Iliso Consultng (Pty)Ltd</p> <p>Postal address: PO Box 68735 Highveld 0046</p> <p>Physical address: 203 Witch Hazel Ave Highveld Techno Park,Centurion 0157</p> <p>Contact person: Mr. Colin Raman</p> <p>Emai: colinr@iliso.com</p> <p>Facsimile no: (012) 665-1886</p>
5.2	<p><u>Agent 1:</u></p> <p>Telephone No:</p> <p>Contact person:</p> <p><u>Agent 2:</u></p> <p>Telephone No:</p> <p>Contact person:</p> <p><u>Agent 3:</u></p> <p>Telephone No:</p> <p>Contact person:</p>
1.1	Works description (refer to PART C3: SCOPE OF WORK).
1.1	Site description (refer to PART C4: SITE INFORMATION).

CLAUSE	DATA PROVIDED BY THE EMPLOYER
1.1 22.2	The Works or installations to be undertaken by direct contractors comprise: N/A
41.0 31.11.2 11.2 31.4.2 26.1.2	<p><i><u>The Employer is an organ of State</u></i></p> <ul style="list-style-type: none"> • The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply. • Lateral support insurance is not to be effected by the Contractor. • Payment will be made for materials and goods: Such advance shall not exceed 80% of the materials. After 80% of the work of the Contract has been paid for, no advance as aforesaid shall be made. • Extended defects liability period will apply to the following elements: Any leakage in the roof, and any damage to the Works caused thereby, arising from faulty materials or workmanship occurring within a period of 365 calendar days after the completion of the Works shall be made good by the Contractor at his own cost. If no heavy rain falls during the period of 365 calendar days as aforesaid, this period shall be extended as necessary to permit a test of the roof by sufficiently heavy rain.
15.2.1	Possession of the Site is to be given within approximately 14 (fourteen) days after the dispatch date of the Letter of Acceptance. The successful tenderer will be notified in writing of the official commencement date of the Contract, ie the date on which possession of the site is given to the Contractor.
15.3	<ul style="list-style-type: none"> • <u>The period for the commencement of the Works after the Contractor takes possession of the site is 14(fourteen) working days.</u> • <u>For the Works as a whole: The date for practical completion is 18 months after the date of possession of the site.</u> <p><u>NB: The penalty per calendar day is R18,420.00.</u></p>
1.2	The Law applicable to the agreement shall be that of the Republic of South Africa .
10.1, 10.2 12.1, 12.2	Contract Insurance shall be taken out by the Employer in the joint names of the Contractor and the Employer. Any excess in respect of a claim is to be paid for by the Contractor (refer to C1.2.2: CONTRACT DATA).

CLAUSE	DATA PROVIDED BY THE EMPLOYER
	Contract Works Insurance is to be effected by the Employer for a sum not less than the Contract Sum with a deductible of R5 000,00 (Five thousand Rand) for each and every occurrence.
	Supplementary Insurance is required and shall be effected by the Employer . Such insurance shall be for Special Risks issued by the South African Special Risk Insurance Association (SASRIA)
11.2 12.1	<u>Public Liability Insurance is to be effected by the Employer with a deductible of R5 000.00 (Five thousand Rand) for each and every occurrence.</u>
11.2 12.1	<p>Support Insurance to be effected by the Employer for the sum of:-</p> <p>R (in figures)</p> <p>..... (in words)</p> <p>with a deductible in an amount that the contractor deems appropriate.</p> <p>N/A</p>
3.3 15.1.3 31.16.2	<u>A waiver of the Contractor's lien or right of continuing possession is required.</u>
3.7	<u>3 (Three) copies of the construction documents are to be supplied to the Contractor free of charge.</u>
3.4	<u>JBCC Engineering General Conditions are not to be included in the contract document.</u>
31.5.3	The contract value is to be adjusted using CPAP Indices .
31.3	There is no latest day of the month for the issue of an interim payment certificate , and such payment certificate is paid in a period of a full calendar month (31/31 days) .
14.5	The Employer will not provide advanced payments against an advanced payment guarantee
14.2, 14.4	<p>When called upon by the Employer to do so and prior to the signing of the Contract, the Contractor shall provide a Construction Guarantee from a bank, insurance or similar financial company approved by the Chief Financial Officer as security for the due fulfilment and completion of the Works as set out in C1.2: CONTRACT DATA.</p> <p>The security so provided shall be held by the Employer until completion of the works., and may</p>

CLAUSE	DATA PROVIDED BY THE EMPLOYER
	be called up at any time as provided for under Clause 36 and 37 hereof.
40.0	Dispute resolution shall be by Adjudication .

C1.2.4 DATA PROVIDED BY THE SERVICE PROVIDER

CLAUSE	DATA PROVIDED BY THE TENDERER
1.2	<p>Legal Name of Tenderer:</p> <p>Postal address:</p> <p>Physical address:</p> <p>.....</p> <p>Telephone:</p> <p>Cell No:</p> <p>E-mail address:</p> <p>Facsimile:</p>

C1.3 FORM OF GUARANTEE

WHEREAS

TCT CIVIL AND CONSTRUCTION CC
(Hereinafter referred to as the “Employer”),

Enters into a Contract (No _____) with

(Hereinafter referred to as the “Contractor”)

for _____

AND WHEREAS in terms of the General Conditions of the Contract the Contractor is required to furnish an acceptable independent guarantee for the due and proper fulfilment by him of all his duties and obligations in terms of the said contract.

NOW THEREFORE we the undersigned _____

_____ (full names of authorized agent(s))

and acting in my/our capacity as _____

and _____

and as such duly authorized thereto, do hereby bind the said _____

(Hereinafter referred to as the “Guarantor”) as surety and co-principal Debtor *in solidum* for the sum of

R _____ (_____)

for the due and proper fulfilment by the Contractor of all or any of his duties and obligations in terms of the said Contract. The guarantee shall not be interpreted as accessory to the contract between Council and the Contractor.

The Guarantor further undertakes, in the event of the Contractor failing duly and properly to fulfil any of his duties and obligations in terms of the said Contract, or if the Contractor is placed under provisional liquidation or in the event of termination of the Contract by the Council in terms of the General Conditions of Contract, to pay to the Council the said sum of

R _____ (_____)

or such portion thereof as may be required by the Council, immediately upon receiving written demand from the Council which written demand shall be addressed to the Guarantor at (*domicilium* address)

The Guarantor further hereby renounces the benefits of the legal exceptions:

Exceptio non numerate pecuniae

Exception non causa debiti

Beneficium de duobus vel pluribus reis debendi

Beneficium ordinis deu excussionis

Beneficium divisionis

and all other defence which could be pleaded against the validity of this guarantee, with the meaning and effect of which it declares itself to be fully acquainted.

This undertaking shall remain in full force and effect up to and including the date of issue of the Certificate of Completion, as provided for in the General Conditions of Contract, unless the Guarantor is advised in writing by the Council of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

This document is not negotiable or transferable.

FOR AND ON BEHALF OF THE BANKER/INSURER:

BANKER/INSURER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____ on this _____ day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1. _____

2. _____

ANNEXURE

List of institutions from which contract /deposit guarantees can be accepted

1. ABSA Bank
2. Credit Agricole Indosuez (South Africa Branch)
3. Development Bank of South Africa
4. FirstRand Bank
5. ING Bank N.V. (South Africa Branch)
6. Investec Bank
7. Landbank
8. National Housing Finance Co.
9. Nedcor Bank
10. South African Reserve Bank
11. Standard Bank
12. AIG South Africa
13. Credit Guarantee Insurance Co
14. Emerald Insurance Company
15. Federated Employers Mutual Assurance Co
16. Global Insurance Company
17. Guardrisk Insurance Company
18. Hannover Re:
19. Home Loan Guarantee Company
20. Lion of Africa Insurance Company
21. Metropolitan Life
22. Metropolitan Odyssey Ltd
23. MUA Insurance
24. Mutual & Federal Insurance Company
25. Rand Mutual Assurance Company
26. Regent Insurance Company
27. SA Eagle Insurance Company
28. Lombard Insurance.

C1.4 GUARANTEE (CASH DEPOSIT)

Contract: **HHS01_2016/17**

Description of Contract: **HHS01_2016/17 WP4D: WONDERBOOM INTERMODAL FACILITY (BUILDING WORKS)-LANDSCAPE CONSTRUCTION**

Employer:

Contractor:

I/We, the undersigned, deposit herewith ¹cash/a bank certified cheque, in the amount of

as surety for the due performance of the Contract by the abovementioned Contractor, and for all losses, damages and expenses that may be suffered or incurred by the Employer as a result of non-performance of the Contract by the Contractor, renouncing all benefits from the legal exceptions *ordinis seu excussions et divisions* no value received and all other exceptions which might or could be pleaded against the surrender of this deposit.

This guarantee is independent and not accessory to any other obligation as reflected in the contract save that the cash amount shall, notwithstanding anything else contained herein, upon written request of the Employer be paid out to the Employer upon occurrence of any one ore more of the following events:

- (a) the Contractor being placed under provisional liquidation or committing any one or more of the acts of insolvency as provided for in the Insolvency Act, 1936 (Act 24 of 1936);
- (b) failure to comply with the conditions of the contract by the contractor; or
- (c) if the contract is terminated.

A letter received from the Employer stating that any one or more of the aforementioned has occurred shall be sufficient notice to effect payment in terms of this guarantee.

The deposit shall, subject to the above, be returned to the Contractor on the issue of the Completion Certificate in terms of the Contract, unless the Contractor is advised in writing by the Employer before issue of the said Certificate of his intention to institute claims and the particulars thereof, in which event this deposit shall remain in force until all such claims are paid or settled.

¹ Delete which is not applicable

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____

on this _____

day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.5 HEALTH AND SAFETY AGREEMENT

Article of Agreement in terms of Section 37(2) of the Occupational Safety Act, 1993 between

TCT CIVIL AND CONSTRUCTION CC
(Hereinafter referred to as the “EMPLOYER”)

AND

Herein represented by _____ in his/her capacity as _____ duly authorised by virtue of a resolution dated _____, attached hereto Annexure A, of the said _____ (herein after referred to as the “CONTRACTOR”)

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in respect of

Contract: HHS01_2016/17 WP4D: WONDERBOOM INTERMODAL FACILITY (BUILDING WORKS)-LANDSCAPE CONSTRUCTION

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter referred to as the “ACT”), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties have agreed to enter into an agreement in terms of section 37(2) of the ACT.

NOW THEREFORE the parties agree as follows:

- (a) The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
- (b) The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations will be fully complied with. Provided that should the EMPLOYER prescribe certain arrangements and procedures, that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
- (c) The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedure as the case may be.
- (d) The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with the undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall 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 or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

- (e) The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigations, 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 agreement, and shall, on written demand, provide full details in writing of such an investigation, complaint or criminal charge as the case may be

FOR AND ON BEHALF OF THE CONTRACTOR:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____

on this _____

day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

FOR AND ON BEHALF OF THE EMPLOYER:

NAME:

(in BLOCK letters)

CAPACITY:

(of authorized agent)

SIGNATURE:

(of authorized agent)

SIGNED at _____

on this _____

day of _____

WITNESSES:

(Full name in BLOCK letters and signature)

1.

2.

C1.6 ADJUDICATOR'S AGREEMENT

This agreement is made on the _____ day of _____ between:

_____ (name of company / organisation)

of _____

_____ (address) and

_____ (name of company / organisation)

of _____

_____ (address) (the

Parties) and

_____ (name of Adjudicator)

of _____

_____ (address) (the

Adjudicator).

Disputes or differences may arise/have arisen¹ between the Parties under a Contract dated _____ and known

as _____

and these disputes or differences shall be/have been² referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

¹ Delete as necessary

² Delete as necessary

SIGNED by: _____ Name: _____ who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of	SIGNED by: _____ Name: _____ who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of	SIGNED by: _____ Name: _____ the Adjudicator in the presence of
Witness Name: _____ Address: _____	Witness: Name _____ Address: _____	Witness: Name: _____ Address: _____
Date: _____ _____	Date: _____ _____	Date: _____ _____

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R _____ in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R _____. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not ¹ currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

¹ Delete as necessary

PART C2: PRICING DATA

TABLE OF CONTENTS

C2.1 PRICING INSTRUCTIONS

1. General
2. Pay Items
3. Rates
4. Corrections of entries made by tenderer
5. EPWP

C2.2 PRICING SCHEDULE / BILLS OF QUANTITIES

C2.3 SUMMARY OF PRICING SCHEDULE

C2.1 PRICING INSTRUCTIONS

1. General

1.1 This section provides the tenderer with guidelines and requirements with regard to the completion of the Price Schedule. The Schedule has to be completed in black ink and the tenderer is referred to the Tender Specifications in regard to the correction of errors.

1.2 The Price Schedule shall be read with all the documents which form part of this Contract.

1.3 The following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work in terms of the Specifications and the Project Specifications.

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

Number: The number of units of work for each item

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

Amount: The product of the quantity and the rate tendered for an item.

Lump sum: An amount tendered for an item, the extent of which is described in the Price Schedule, the Specifications and the Project Specifications, but the quantity of work of which is not measured in any units.

1.4 Reference shall be made to the General and Special Conditions of Contract regarding Provisional and Prime Costs Sums.

1.5 Work reserved for Labour Intensive construction methods will be numbered with a prefix “LI” in the Price Schedule to distinguish them from the conventional construction works. Such work shall be constructed using local labour who is temporarily employed in terms of the project specification.

2. Pay Items

- 2.1 Descriptions in the Price Schedule are abbreviated and comply generally with those in the Standard Specifications. The measurement and payment clause of each Standard Specification, read together with the relevant clauses of the Scope of Work, set out what ancillary or associated activities are included in the rates for the operations specified. Should any requirements of the measurement and payment clause of the applicable Standard Specification, or the Scope of Work, conflict with the terms of the Price Schedule, the requirements of the Standard Specification or Scope of Work, as applicable, shall prevail.
- 2.2 The item numbers appearing in the Price Schedule refer to the corresponding item number in the standard specifications or as amended in the Scope of Work. In the latter case, the item number is prefixed with the letter "B". The same applies to new clauses added to the standard specifications.
- 2.3 Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
- 2.4 The quantities set out in the Price Schedule are the estimated quantities of the Works, but the Contractor will be required to undertake whatever quantities may be directed by the Engineer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- 2.5 The units of measurement described in the Price Schedule are metric units. Abbreviations used in the Price Schedule are as follows:

mm	=	millimetre	h	=	per hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (metric = 1000kg)
m ²	=	square metre	no	=	number
m ² .pass	=	square metre pass	sum	=	sum
ha	=	hectare	MN	=	mega newton
m ³	=	cubic meter	MN.m	=	mega newton metre
m ³ .km	=	cubic meter kilometre	PC sum	=	prime cost sum
ℓ	=	litre	PS	=	provisional sum

Part C2: Pricing Data

kℓ	=	kilolitre	%	=	percent
MPa	=	mega pascal	kW	=	kilowatt
V	=	volt	KVA	=	kilo volt ampere
A	=	ampere	R/only	=	rate only
month	=	per month	pe	=	per establishment
day	=	per day	pm	=	per person per month
pd	=	per person per day	p	=	per person
No	=	number			

3. Rates

- 3.1 The prices and rates to be inserted in the Price Schedule are to be full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 3.2 A price or rate is to be entered against each item in the Price Schedule, whether the quantities are stated or not. An item against which no price is entered or where a word or phrase such as “included” or “provided elsewhere” will be accepted as a rate of nil (R0,00) having been entered against such items and covered by the other prices or rates in the Schedule.
- Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Price Schedule and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of any change in the quantities during the execution of the Contract.
- 3.3 The Tenderer shall fill in a rate against all items where the words “rate only” appears in the amount column. The intention is that, 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 be actually required.
- 3.4 Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the “Amount” column and show the corresponding total tendered price.
- 3.5 The tenderer shall not group together a number of items and tender one rate for such group of items.
- 3.6 All rates and sums of money quoted in the Price Schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.
- 3.7 All prices and rates entered in the Price Schedule must be excluding VAT. VAT will be added last on the summary page of the Price Schedule.

Part C2: Pricing Data

- 3.8 Should excessively high unit prices be tendered, such prices may be of sufficient importance to warrant rejection of a tender by the Employer.
- 3.9 Those parts of the contract to be constructed using labour-intensive methods have been marked in the pricing schedule with the letters LI in a separate column filled in against every item so designated. The works or parts of the works, including those parts requiring the use of SMME subcontractors, 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 work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
- 3.10 Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised 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.

4. Corrections of entries made by tenderer

Any entry made by the Tenderer in the Price Schedule, forms, etc, which the tenderer desires to change, shall not be erased or painted out. A line shall be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the Tenderer shall be placed next to the correction.

5. EPWP

BIDDERS ARE ADVISED TO ALLOW IN THEIR RATES FOR RESERVING 25% OF THE VALUE OF THE CONTRACT AMOUNT OF THIS PROJECT FOR EMPLOYING LOCAL LABOUR TO WORK UNDER EPWP PROCEDURES

6. Labour Intensive

Labour-intensive works is highlighted in the bills of quantities for the payment items relating to labour-intensive works.

Those parts of the works to be constructed using labour-intensive methods should be marked in the bill of quantities with the letters LI either in a separate column or as a prefix or suffix against every item so designated (as illustrated in the table below). The works, or parts of the works so designated are to be constructed using labour-intensive methods only.

Part C2: Pricing Data

C2.2 PRICING SCHEDULE – LANDSCAPING CONSTRUCTION

Part C2: Pricing Data

C2.3 SUMMARY OF PRICING SCHEDULE – LANDSCAPING

--

Tel:
Fax:
Email:

Client:

TCT CIVIL WORKS AND CONSTRUCTION CC

CONTRACTORS COMPANY NAME	SIGNATURE
--------------------------	-----------

CONTRACT VALUE EXCLUDING VAT (NUMBERS)	SIGNATURE
--	-----------

CONTRACT VALUE EXCLUDING VAT (IN WORDS)	SIGNATURE
---	-----------

**BILL OF QUANTITIES (Excl VAT) FOR THE LANDSCAPE INSTALLATION AT
Wonderboom Intermodal Facility - Soft and Hard landscaping**

March 2020

NOTES TO THE TENDERER

It is the contractors responsibility to have his contract documentation signed by the Contracts manager to qualify for the tender hand in.

SITE VISIT TO BY DONE BY CONTRACTOR BEFORE HANDING IN THIS DOCUMENT

NOTE: IT IS THE CONTRACTORS RESPONSIBILITY TO FAMILIARIZE HIMSELF WITH THE ALIGNMENT OF THE UNDERGROUND SERVICES AND TO TAKE THE NECESSARY PRECAUTIONS NOT TO DAMAGE ANY OF THE UNDERGROUND SERVICES.

LANDSCAPE CONTRACTOR TO FOLLOW ALL NECESSARY STEPS AND PROCEDURES TO OBTAIN A WAYLEAVE TO BE ABLE TO WORK ON THE LANDSCAPE STREET EDGE ON GROUND LEVEL.

This Schedule of Quantities should be read in conjunction with the following drawings and documents:

DRAWING NUMBER

DRAWING NAME

* KH-SKP-101	MASTER PLAN

DOCUMENT NAME

- * General Landscape Specifications Document
- * Landscape Provisional Bill of Quantities

IMPORTANT NOTES:

The lowest tender will not necessary be accepted. Tender rates must be

TENDER CLOSE:

Closing date: 26 June 2020

Commencement of Landscape construction: Approx.

Address for Submission:

PROVISIONAL BILL OF QUANTITIES SUMMARY PAGE

Provisional bill of Quantities Summary:

NOTE: Contractor to forward all Total amounts into the Summary below.

PHASE	DESCRIPTION	PAGE REF	TOTAL
1	Phase 1: Soft and Hard landscape	page 2	

TOTAL	0,00
--------------	-------------

Preliminaries and General for Subcontractor @10%	%	0,00
--	---	-------------

Contingencies @ 5%	%	0,00
--------------------	---	-------------

GRAND TOTAL PROJECT VALUE (EXCL VAT)	0,00
---	-------------

Excl. VAT

TO BE FILLED INTO FORM OF TENDER

WONDERBOOM INTERMODAL FACILITY : Soft and Hard landscape

DESCRIPTION	UNIT	QTY.	RATE	TOTAL
-------------	------	------	------	-------

PART: 1 - Miscellaneous Items

1.1 SITE CLEARANCE				
i. Loading and removal to the Contractors own dumping site all unusable material, debris and stone, unused plant materials, placed in measurable storage heaps, resulting from the initial soil preparation to the final finishing process (other than specified). ii. Collect unwanted materials and place in measurable heaps. iii. The contractor should at all times ensure to keep the site in a neat and tidy condition. iv. Written instruction or approval by landscape arch prior to use of this allowance.				
a.	Provision for removal of materials unusable for fill, area to be cleared (15mm layer) - RATE MUST INCLUDE REMOVAL OFF SITE	m³	99	-

TOTAL FOR PART 1:

-

PART: 2 - Earth works and Soil Preparation

2.1 PLANTING MEDIUM

2.1.1 Topsoil spreading from site

a.	0,34m³ per tree hole	m³	142		
b.	Provision for 100mm over all planting areas	m³	711		
c.	Provision for 100mm over all lawn areas	m³	119		
TOTAL TOPSOIL IMPORT AND SPREAD		m³	972		-

2.2 COMPOS IMPORT AND SPREADING IN PLANT BEDS

a.	0,17m³ per tree hole	m³	71		
b.	40mm thick over planting areas	m³	731		
Total compost import and spreading		m³	802		-

2.3 SCARIFYING

a.	Provision for: All areas including Lawn	m²	3 950		-
----	---	----	--------------	--	---

2.4 FINE GRADING

a.	Provision for planting areas	m²	2 670		-
----	------------------------------	----	--------------	--	---

2.5 FERTILIZERS

2.5.1 Superphosphate over planting

a.	Super phosphate @ 100g/m² over shrubs and groundcovers areas	kg	395		
b.	Super phosphate @ 375g/tree hole	kg	157		
Total super phosphate		kg	552		-

2.5.2 Mixture 2:3:2 over planting

a.	2:3:2 @ 50g/m² over shrubs and groundcovers and areas	kg	198		
b.	2:3:2 @ 100g/tree hole	kg	42		
Total super phosphate		kg	239		-

2.6 MULCHING

a.	Import and spreading of bark shavings mulching in landscape areas, 50mm layer over landscape areas, excluding lawn areas		164		-
----	--	--	-----	--	---

2.7 PRECISION SHAPING

a.	Provision for lines and pegs	Lm	2167		-
b.	Provision for precision shaping over the entire surface, including 20% for sloping surfaces	m²	3950		-

2.8 BACK FILLING OF PLANTER BOXES

a.	Provision for precision filling and shaping over the planter boxes with top soil (imported or clean insitu soil without stones or debris) up 450mm fill.	m³	780		-
----	--	----	-----	--	---

TOTAL FOR PART 2:

-

DESCRIPTION	UNIT	QTY.	RATE	TOTAL
-------------	------	------	------	-------

PART: 3 - Planting

3 PLANTING (supply, deliver, plant, stake)

Plants:

Purchase all plants at registered nurseries and transport to site.
 All plants must be transported to the site in trucks with closed canopies. Plants in transit may not be exposed to
 All plants are to be viewed and approved by the Landscape Architect before planting.
 No plants covered with pests or other damages will be accepted.

 The Landscape Architect retains the right to adjust specific species and plant sizes if plants are not available or
 Payment after planting.

Planting:

Refer to planting plan.
 Supply all equipment and labour for planting of shrubs and groundcovers and seeding.
 Backfill with soil, compost and fertilizer to specification and tramp down firmly.
 Remove all surplus soil.
 Form pond around trees and shrubs and water well after planting.

 Keep all plants moist.
Planting sizes and plant densities will be enforced.

3.1 Specimen Trees

The rate (per tree) shall include all costs of excavation, trenching by hand, transportation, soil preparation (210g of 2:3:2(22)+Zn and super-phosphate fertiliser), staking of trees, supervision, labour tree stakes, tree ties, tree guard and shall include the maintenance of such plants until practical completion is reached.

a.	<i>Jakaranda mimsifolia</i> or <i>Peltophorum caffra</i> , 200L/200Kg (1800mm - 2500mm height, 1000mm crown canopy, 20mm - 40mm stem dia.)	no.	210		-
b.	<i>Erythrina lysistemon</i> 200L/ 200Kg (1800mm - 2500mm height, 1000mm crown canopy, 20mm - 40mm stem dia.)	no.	34		-
c.	<i>Bolusanthus speciosus</i> , <i>Heteropyxis canescens</i> 100L/ 100Kg (1800mm - 2500mm height, 1000mm crown canopy, 20mm - 40mm stem dia.)	no.	81		-
d.	<i>Combretum erythrophyllum</i> , 100L /Kg(1800mm - 2500mm height, 1000mm crown canopy, 20mm - 40mm stem dia.)	no.	94		-
Total		no.	419		

3.2 SHRUBS AND GROUNDCOVERS

Ground covers out of 4 Ltr Containers.

- Plants should have 350 mm stem lengths and be well established within the containers.
- Contractor to guarantee planting for a 3 month period.
- Supply, plant and maintain.

3.2.1 Shrubs

a.	<i>Syzygium paniculata</i> (Red robbin) (4Ltr@4/m ² (350m ²))	no.	1400		-
b.	<i>Baleria repens</i> (Small bush violet) (4Ltr@4/m ² (97m ²))	no.	400		-
c.	<i>Nandina pygmaea</i> (Miniature heavenly bamboo)(4Ltr@4/m ² (146m ²))	no.	400		-
d.	<i>Abelia grandiflora</i> (Francis mason) or <i>Guara indheimeri</i> (4Ltr@4/m ² (146m ²))	no.	400		-
Total		m ²	650		

3.2.2 Grouncoverns

a.	<i>Tulbaghia violacea</i> (Wild garlic) (2Ltr@6/m ² (109m ²))	no.	450		-
b.	<i>Dietes grandiflora</i> (Large wild iris) (2Ltr@6/m ² (146m ²))	no.	450		-
c.	<i>Hemerocallis fulva</i> (Orange day lily) (2Ltr@6/m ² (146m ²))	no.	450		-
d.	<i>Elegia tectorum</i> (Cape thatching reed) (2Ltr@6/m ² (109m ²))	no.	1080		-
e.	<i>Crassula multicava</i> (Fairy crassula) (2Ltr@6/m ² (109m ²))	no.	1620		-
f.	<i>Crassula capitella</i> (Camp fire crassula) (2Ltr@6/m ² (109m ²))	no.	2490		-
g.	<i>Carpobrotus Edulis</i> (Sour Fig) (2Ltr@6/m ² (109m ²))	no.	10395		-
h.	Provision for Annual colour mix	sum	0		-
Total		m ²	2 020		

3.5 INSTANT LAWN

a.	Supply and install <i>Cynodon dactylon</i> / <i>Pennisetum clandestine</i> Instant Lawn sods. The rate (m2) for laying of instant lawn must allow for the purchase, transport, off loading, soil improvement, additional cultivation, laying and topdressing of uneven areas if required to achieve accpetable even lawn and maintenace during the acceptance period.	m ²	3950		-
Total		m ²	3950		

TOTAL FOR PART 3:

-

	DESCRIPTION	UNIT	QTY.	RATE	TOTAL
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PART: 4- Hard Landscaping					
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4.1 PAVING: (supply and install; Allow for engineered layerworks)					
a.	Paving Type 1 - 220 x 110 x 50mm Burgundy Clay brick paver (Corobrik) refer to paving plan (Stretcher bond)	m ²	8510		-
b.	Paving Type 1 - 220 x 110 x 50mm De Hoop Red Clay brick paver (Corobrik) refer to paving plan (Stretcher bond)	m ²	1720		-
c.	Paving Type 1 - 210 x 60 x 60mm Burgundy Piazza Clay brick paver (Corobrik) refer to paving plan (Edging)	lm	948		-
d.	100 thick In-Situ Concrete on 150mm layer of G5 material compacted to 95% MOD ASSHTO Density (Sandstone exposed aggregate) and expansion joint at 3000mm apart	m ²	1550		-

4.2 LANDSCAPE FEATURES					
a.	Supply & install water feature (Refer to Waterfeature detail drawing)	sum	item		-
b.	Supply & install precast concrete waste bin or similar approved	no.	45		-
c.	Supply and install Bollards to Architects Specifications	no.	item		-
d.	Supply and install Lighting to Electrical Engineers specifications	no.	item		-
e.	Supply and install Entrance Landscape Steel Features (as per detail drawings)	sum	3		-
f.	Supply and install Boulevard Landscape Art Feature (as per detail drawings)	sum	1		-
g.	Supply and install Tree rings as per planting plan	no.	219		-

4.4 PLANTERS/ WALLS					
a.	Wall built with Roan Travertine Clay Face bricks from Corobrik @500mm height including roller brick on edge as coping (Refer to Planter wall detail drawing), with waterproofing material and weep holes at 1500mm centres	Lm	2600		-

TOTAL FOR PART 4: -

	DESCRIPTION	UNIT	QTY.	RATE	TOTAL
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PART: 5 - Irrigation

5.1	Provision made for AUTOMATIC IRRIGATION SYSTEM (Shrubs and groundcovers) (as per Controlled Irrigation design or as per irrigation specialist)	m ²	6620		-
5.2	Provision made for TURF VALVE (Lawn) (as per Controlled Irrigation design or as per irrigation specialist)	m ²	3950		-

TOTAL FOR PART 5:

-

DESCRIPTION	UNIT	QTY.	RATE	TOTAL
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PART: 6 - Maintenance**6.1 AFTER COMPLETION MAINTENANCE**

a.	Provision for 3 months maintenance for manicured landscape	3950	6		-
b.	Provision for 3 months maintenance for lawn areas	3295	6		-

TOTAL FOR PART 6:

-

PART: 7 - Labour

a.	Provision for cleaning	Item	1		-
b.	Provision for stockpiling	Item	1		-
b.	Provision for installation	Item	1		-

TOTAL FOR PART 7:

-

PART.	DESCRIPTION.	PAGE REF.	TOTAL
	PART A SUMMARY PAGE		NO ITEM
PART 1:	Miscellaneous Items	page 1	-
PART 2:	Earth works and Soil preparation	page 1	-
PART 3:	Planting	page 2	-
PART 4:	Hard Landscaping	page 3	-
PART 5:	Irrigation	page 4	-
PART 6:	Maintenance	page 4	-
PART 7:	Labour	page 4	-

Sub-total

-

Excluding VAT

TO BE FILLED INTO MAIN SUMMARY

General Landscape Specification for

WONDERBOOM INTERMODAL FACILITY

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SECTION FOUR: GENERAL LANDSCAPE SPECIFICATIONS PART ONE

1.1 GENERAL

These specifications address the installation of the **Wonderboom Intermodal Facility** Landscape Tender. The specifications must be read in conjunction with the General Specifications applicable to all contracts at the project. They must further be read in conjunction with the landscape drawings, as referred to in this document, produced by Nako Iliso Group.

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

1.1.1 Scope of Specifications

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

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

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

1.1.2 Contractor's Equipment and Tools

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

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

1.1.3 Plotting of Works

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

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

1.1.4 Contractor's Labor

The Contractor shall make his own arrangements to recruit labor for the work as stipulated in the contract to be carried out. The registration and payment of any fees

and insurance with regard to labor shall be the responsibility of the Contractor. Housing of all employees must meet the requirements of the Local Authorities.

1.1.5 **Electricity and Water**

1.1.5.1 Electricity

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

1.1.5.2 Water

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

1.1.6 **Storage of Materials on Site**

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

1.1.7 **Existing Works**

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

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

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

1.1.8 **Maintenance and Safeguarding of New Works**

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

1.1.9 **Program**

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

1.1.10 Underground services

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

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

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

1.1.12 Site Meetings

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

1.1.13 Overtime

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

1.1.14 Supervision

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

1.1.15 Skilled Labor

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

1.1.16 Co-operation with other Contractors

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

1.1.17 Damage by flooding

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

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

1.1.18 General neatness on site

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

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

1.1.19 Delays in the delivery of materials

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

1.1.20 Tests

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

1.1.21 Removal of material from site

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

1.1.22 Additional work

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

1.1.23 As built drawings and operating manuals

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

1.2 SITE CLEARANCE

1.2.1 Clearing of area to be landscaped

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

1.3 EARTHWORKS

1.3.1 Scope

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

1.3.2 Topsoil

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

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

Topsoil layer to be spread to the following thickness:

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

1.3.3 Subsidence

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

1.3.4 Compost

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

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

The pH shall not exceed 7.0.

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

Compost shall be applied in quantities as follows:

- 0,17m³ per tree hole (151 trees)

- 40mm thick over planting areas (1633m²)

1.3.5 Fertilizers

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

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

All fertilizers and soil improvement remedies must be applied during dry weather conditions.

Fertilizers must be worked in within 24 hours after application to prevent loss through wind and weather.

Fertilizers to be used and application must be as follows:

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

1.3.6 Soluble fertilizers (Time of application)

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

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

1.3.7 Mulching

Mulch shall consist of bark chips of varying sizes between 70 and 100mm in diameter and should be free of seed or damaging salts or other impurities. The contractor shall provide a sample of mulching to the Landscape Architect for approval.

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

1.3.8 Payment

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

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

1.4 SOIL PREPARATION

1.4.1 Scarifying

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

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

1.4.2 **Fine grading**

After the soil has been tilled and shaped to the desired soil profile and stipulated in the quantity list, final formation will be achieved by means of a light-duty tractor and scraper and, wherever possible, garden rakes will be used for finishing. Where establishment of hydro-seeding according to drawings and bill of quantities is prescribed, seed must be sown before the final manual labor is deployed.

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

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

1.4.3 **Payment**

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

1.5 PLANTING SPECIFICATIONS

1.5.1 **General**

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

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

1.5.2 **Plant material**

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

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

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

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

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

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

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

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

1.5.2.1 Specimen Trees

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

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

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

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

1.5.2.2 Shrubs and Groundcover

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

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

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

1.5.3 **Planting procedure**

1.5.3.1 Plant holes and staking

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

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

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

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

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

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

1.5.3.2 Refilling of plant holes

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

Refill the plant hole sufficiently so that the top of the plant container, when placed in the hole, is on the same plane as ground level.

Backfilling of soil, compost and fertilizers must be done according to the soil preparations specifications. Remove all excess material.

1.5.3.3 Transplanting of plants from containers

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

1.5.3.4 Plant positions

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

1.5.3.5 Transplanting of plants from open ground

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

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

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

1.5.3.6 Watering of plants

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

1.5.3.7 Treatment after planting

Soil around plants must be tramped down well.

Plant roots must be spread and damaged roots must be pruned. Roots must be folded in or snapped.

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

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

1.5.3.8 Staking and guying of trees

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

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

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

1.5.3.9 Subsidence

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

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

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

1.5.5 **Planting of lawn**

Types: *Cynodon dactylon*

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

All new lawn to be free of all weeds and other species than specified

Place temporary wooden pegs to support lawn on embankments @ 400mm centre to centre spacing.

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

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

1.5.6 **Planting of Veldgrass**

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

Top of soil levels are to be 35mm lower than the top of kerb or paving levels (where applicable).

All bare areas larger than 500 x 500mm to be reseeded upon instruction by Landscape Architect.

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

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

- Seed shall be purchased from a reputable supplier. All seed procured from seed suppliers shall be fresh (not more than one season old), true to species, of known origin, dried and packed as specified herein and conform with all legal requirements for seed.
- All seed shall be germination tested by an approved laboratory and copies of test certificates submitted to the Landscape Architect.
- Should, for reasons beyond the control of the contractor, the procurement of a specific seed species not be possible, replacement with seed from a similar species may be requested. Such replacement shall only occur with the written approval of the Landscape Architect.
- Mulch processed cotton/veld grass mulch blend is to be applied at a rate of 600kg/ha. The mulch must provide a suitable layer on top of the prepared areas when applied with the hydro seeding mixture.
- An organic supplement such as GROMOR or approved similar is to be applied at 2,000 kg/ha. Locally obtained chicken litter or cattle manure may be considered but must be processed through a hammer mill.
- Amelioration/Fertilisation NPK Fertiliser 2.3.2 (30) + Zn 250 kg/ha Superphosphate 300 kg/h p. Soil Binder A polyacrilimide soil binder or similar approved soil binding agent will be applied at the manufacturers application rate. HYDROPAM or approved similar if used will be applied at 10 kg/ha.

- Hydro seeding shall be carried out using an approved hydro-seeding machine. The hydro seeding mix shall be applied to veldgrass areas at a rate of not less than 20 kilolitres of water per hectare.
- The hydroseeder shall be capable of pumping the specified seed mix, fertilizer and anti-erosion compound (mixed in water) at the specified rates over the areas to be seeded. The slurry distribution lines shall be large enough to prevent stoppage and the discharge line shall be equipped with a set of hydraulic spray nozzles suitable for the even distribution of the slurry on the various slopes to be seeded.
- The mixture shall be kept uniform during the seeding operation by means of a power-driven agitator. No mixing of seed or hydro seeding mixes shall be done without the approval of the principal agent.

1.6 HARD LANDSCAPE SPECIFICATIONS

1.6.1 General

All walls and paving material will consist of red clay brick paver/ face brick, unless otherwise instructed by the Landscape Architect

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

- procurement of clay face bricks/ brick pavers
- Installation of paving and construction of seater walls/ planter according to landscape architect's detail drawings checked by Site Engineer.

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

1.6.2 Paving (Clay brick paver – Burgundy, De Hoop Red by Corobrik or similar approved)

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

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

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

Paving to be installed on 25-30mm sand bed level with the sub base finish level. Contractor to allow for 220mm header-course on either side walkways on 100mm concrete footing.

1.6.3 Raised planter/ feature brick walls/ seater walls

Contractor to allow for trenching and 600mm x 250mm thick, 30MPa concrete strip foundations for the raised planter walls.

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

Brick wall (Face brick – with waterproofing in case of planter boxes) must 230mm with stretcher bond and header course unless otherwise specified. Where applicable, Wall finish must be plaster and bag-wash surface finish (cemcrete/ cemwash), colour with grey colour.

1.6.4 Edging – Clay brick Mowing edge and Precast concrete garden kerb/ edge beam

All hard edging shall be 210 x 60 x 60mm Burgundy Piazza clay brick pavers on 100mm in situ concrete 20Mpa.

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

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

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

Where applicable, 500 x 150 x 75mm garden kerb/ edge beam, to be installed on 100mm in situ concrete footing 15mpa and 220mm header-course on either side walkways on 100mm concrete footing.

1.7 Landscape Features

1.7.1 GENERAL

These specifications address the installation of the WONDERBOOM INTERMODAL ARTWORKS STEELWORK. The specifications must be read in conjunction with the General Specifications applicable to all contracts on the project. They must further be read in conjunction with the Artwork drawings, produced by Msavheni Landscape Architecture and Planning as well as all the necessary structural drawings produced by the structural engineer.

1.7.2 LAYERWORKS

Excavation and 2 Layers of G6 sub-base material compacted in 150mm layers to be installed below all concrete foundations and precast concrete base slabs.

Layer 1 to be compacted to 93% of MOD AASHTO maximum density repaired where needed.

Layer 2 to be compacted to 95% of MOD AASHTO maximum density repaired where needed.

In-situ material below G6 layers to be ripped and recompacted.

1.7.3 INSITU CONCRETE FOUNDATIONS

All foundation excavations must be inspected and approved by the engineer before any concrete is cast. All concrete to be in accordance with SANS 1200G relevant sections of the project specification. All concrete to be strength concrete. Grades of concrete foundations must be 25 MPa/20

1.7.4 PRECAST CONCRETE BASES

All foundation excavations must be inspected and approved by the engineer before precast concrete bases are placed site. All concrete to be in accordance with SANS 1200G relevant sections of the project specification. All concrete to be strength concrete. Grades of precast concrete slabs to be 30 MPa/20

1.7.5 REINFORCEMENT

Characteristic strength for reinforcement:

Indication	Type	Strength (MPa)
R	A	250
Y	C	450

Cover to reinforcement: Foundations 50mm + blinding layer

Precast Base Slabs 40mm (measured from the top)

All reinforcement to be inspected and approved by the engineer. Reinforcement shall have a recycled steel content of 90% or more. Also known as "green steel".

1.7.6 STEELWORK

All steelwork shall be in accordance with SANS 1200 H (or the corresponding SANS specification) and the relevant section of the project specification. All steelwork shall be in grade S355JR in accordance with EN 10025-2. All steelwork shall have a recycled steel content of 20% or more.

1.7.7 FINISHES

All steelwork surfaces to have a rusted finish. Preparation in accordance with SABS 064 (or the corresponding SANS specification) by an approved mechanical cleaning process. Rust accelerating application according to steel manufacturers specifications.

1.7.8 WELDING & FIXINGS

All welds shall be at least 6mm continuous fillet welds unless otherwise specified and the strength of all welds shall be equal to the strength of the elements which the welds inter- connect in accordance with SANS 10044.

All bolts, unless otherwise specified, shall be isometric bolts of class 4.8 in accordance with SANS 135. 7. All HSFG bolts shall be of grade 10,9s in accordance with SANS 128.

1.7.9 LAZERCUTTING/ PLASMA CUTTING

Mild steel plate artworks to be plasma/ lazercut according to size and thicknesses indicated on Landscape architects drawings. Any deviations to be discussed and agreed with Landscape Architect.

1.8 IRRIGATION

1.8.1 Water connection point:

A water connection point to be made available close to the irrigation mainline.

Minimum water pressure and flow required are 110L/P/M @ 5 BAR which must be confirmed on site by irrigation contractor before any work commences

1.8.2 Sleeve requirements:

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

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

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

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

1.8.3 Electrical:

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

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

Please note:

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

1.9 MAINTENANCE

1.9.1 General

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

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

1.9.2 Maintenance prior to practical completion

The contractor must maintain all planting.

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

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

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

1.9.3 Maintenance following practical completion

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

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

1.9.4 Maintenance activities

1.9.4.1 Weeding

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

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

1.9.4.2 Aeration

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

1.9.4.3 Re-sowing of veld grass

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

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

1.9.4.4 Cutting of borders / edges

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

1.9.4.5 Veld grass areas

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

1.10 Guarantee

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

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

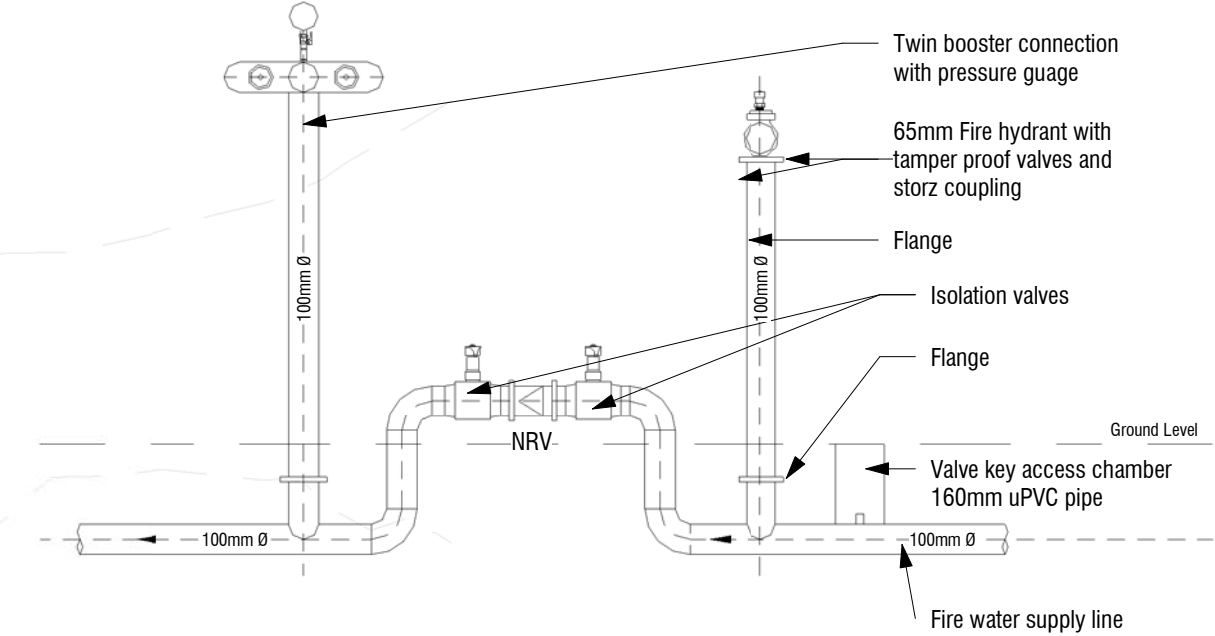
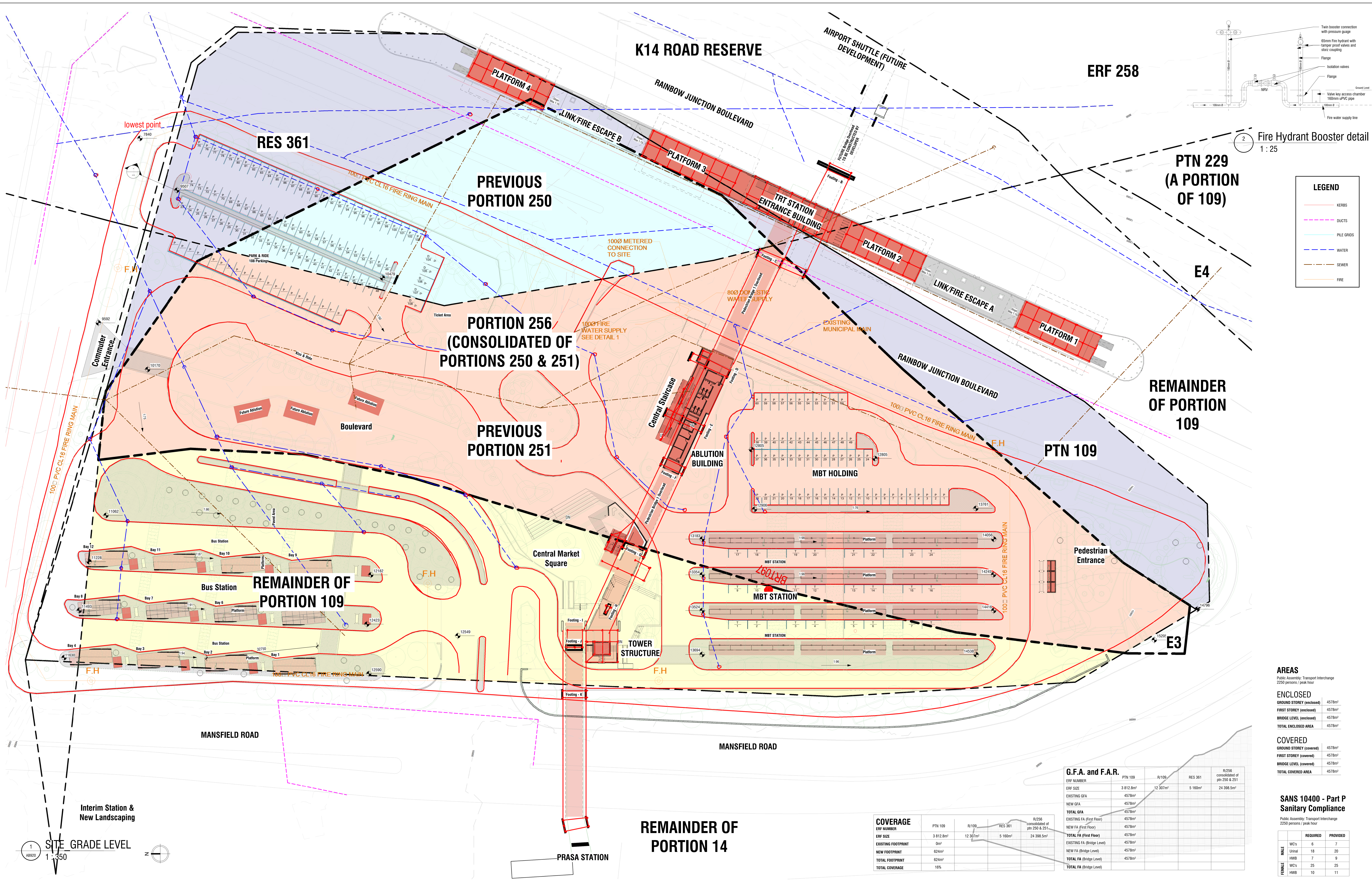
The guaranteed period shall be for 90 (ninety) days, following practical completion.

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

1.11 Acceptance of the site

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

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



LEGEND

- KERBS
- DUCTS
- PILE GRIDS
- WATER
- SEWER
- FIRE

AREAS
Public Assembly: Transport Interchange
2250 persons / peak hour

ENCLOSED

GROUND STOREY (enclosed)	4578m ²
FIRST STOREY (enclosed)	4578m ²
BRIDGE LEVEL (enclosed)	4578m ²
TOTAL ENCLOSED AREA	4578m ²

COVERED

GROUND STOREY (covered)	4578m ²
FIRST STOREY (covered)	4578m ²
BRIDGE LEVEL (covered)	4578m ²
TOTAL COVERED AREA	4578m ²

SANS 10400 - Part P Sanitary Compliance
Public Assembly: Transport Interchange
2250 persons / peak hour

	WCs	REQUIRED		PROVIDED	
		Male	Female	Male	Female
MALE	6	6	7	20	20
FEMALE	7	7	9	25	25
		10	11		

G.F.A. and F.A.R.

ERF NUMBER	PTN 109	R/100	RES 361	R/256 consolidated of ptn 250 & 251
ERF SIZE	3 812.8m ²	12 307m ²	5 160m ²	24 388.5m ²
EXISTING GFA	4578m ²			
NEW GFA	4578m ²			
TOTAL GFA	4578m ²			
EXISTING FA (First Floor)	4578m ²			
NEW FA (First Floor)	4578m ²			
TOTAL FA (First Floor)	4578m ²			
EXISTING FA (Bridge Level)	4578m ²			
NEW FA (Bridge Level)	4578m ²			
TOTAL FA (Bridge Level)	4578m ²			

COVERAGE

ERF NUMBER	PTN 109	R/100	RES 361	R/256 consolidated of ptn 250 & 251
ERF SIZE	3 812.8m ²	12 307m ²	5 160m ²	24 388.5m ²
NEW FOOTPRINT	624m ²			
TOTAL FOOTPRINT	624m ²			
TOTAL COVERAGE	16%			

ARCHITECT: mathews + associates architects
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TELEPHONE: 086 111 6222, E-MAIL: info@maaa.co.za, CC: 2000/064987/23, maaa.co.za

CLIENT: CITY OF TSHWANE
Pieter J. Mathews, B.Arch(UP) SACA MArch(SA), Anton Smit, Pr SArch T, Carla Spies, MArch(Prof) PrArch, Jannes Hattingh, MArch(Prof) PrArch

ENGINEER: NAKO ILISO

GENERAL NOTES: ALL MATERIALS AND CONSTRUCTION METHODS TO COMPLY WITH THE NATIONAL BUILDING REGULATIONS (ACT NO. 103 OF 1997) INCLUDING ALL REVISIONS AND ALL APPLICABLE BYLAWS OF THE CONCERNED LOCAL AUTHORITY. ALL DIMENSIONS TO BE VERIFIED ON SITE AND NO DRAWING IS TO BE SCALED. ANY DISCREPANCIES OR CONTRADICTIONS MUST IMMEDIATELY BE POINTED OUT TO THE ARCHITECT FOR CORRECTION OR EXPLANATIONS BEFORE ANY CONSTRUCTION PROCEEDS. SHOULD ANY PART OF THE DRAWINGS OR SPECIFICATIONS NOT BE CLEARLY INTELLEIGIBLE OR ANY ARTICLES TO BE USED FOR THE WORKS BE INSUFFICIENTLY DESCRIBED, CLARIFICATION SHOULD BE SOUGHT FROM THE P.A. OR ARCHITECT IN WRITING, FAILING WHICH ANY ALTERATION OR SUBSTITUTION RENDERED NECESSARY THROUGH INCORRECT INTERPRETATION OF SUCH INFORMATION SHALL BE AT THE RISK OF THE CONTRACTOR.

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CLIENT NAME: CITY OF TSHWANE
PROJECT NAME: WP4D - Wonderboom Intermodal Facility
SHEET NAME: Ground Floor Plan - SDP

SHEET NUMBER: S120
PROJECT NUMBER: 0001
CHECKED BY: J. KRUGER
SCALE: AS INDICATED

DATE: Issue Date
DRAWN BY: C. SPIES
ISSUED FOR: SDP APPROVAL

GENERAL NOTES AND INSTRUCTIONS TO ALL CONTRACTORS

- All work is to be done in accordance with the National Building Regulations.
- All materials and workmanship are to comply with the relevant S.A.B.S codes.
- This drawing is not to be scaled. Figured dimensions are to be used. All dimensions are in millimeters unless otherwise stated.
- This drawing must be read in conjunction with all the relevant drawings and specifications.
- All dimensions and levels must be checked on site by the Contractor before putting work in hand.
- Any discrepancies on the drawings are to be brought to the Landscape Architect's attention by the Contractor before putting work in hand.
- The contractor must obtain the Landscape Architect's written confirmation of any instructions which involve a variation to the contract before putting the work in hand.
- All mechanical and electrical work is to be done in accordance with the National Building Regulations.
- The Landscape Architects are to be notified of any variations.
- The design of this drawing is the copyright of the Landscape Architects.
- Each Contractor shall be responsible for ensuring the structural stability of all components of his work and ascertain that the main structure is capable of supporting all loads applied thereto.
- LT scale: 0:1

NO.	DATE	DESCRIPTION
A	16.09.2019	SDP Drawing

SOFT LANDSCAPE

TREES:

- 1001 Tree: *Jakaranda mimisifolia/Bolusanthus speciosus*
- 1001 Tree: *Heteropyxis canescens*
- 1001 Tree: *Combretum erythrophyllum*
- 1001 Tree: *Peltorum africana*
- 1001 Tree: *Celtis africana*
- 1001 Tree: *Erythrina lysistemon*

SHRUBS & GROUNDCOVERS

- Grass/Lawn: *Cynodon dactylon*
- Plants: Mix A
 - 41 *Aloe caroline*
 - 41 *Aloe petriola*
 - 41 *Aloe yambelenii*
 - 41 *Aloe pari pari*
 - 41 *Kalanchoe sexangularis*
- Plants: Mix B
 - 41 *Crassula "camp fire"*
 - 41 *Crassula multica*
 - 41 *Crassula sfreyi*
 - 41 *Kinghophia linearifolia*
 - 41 *Bartenia repens*
 - 41 *Trachelospermum sexangularis*
 - 41 *Tulbaghia violecea*
- Plant: Mix C
 - 41 *Syzygium paniculata*
 - 41 *Nandina pygmaea*
 - 41 *Elegia fectorum*
 - 41 *Viburnum odoratissimum*

HARD LANDSCAPE

PAVING

- 1000 x 150 x 75mm precast concrete Edge beam
- Interlocking blocks to Engineers specifications (Grey)
- 200 x 100 x 50mm Cement brick paver - bevel pavers (RED)
- 500mm high Sealer wall / planter box

PRELIMINARY	
FOR INFORMATION	
FOR QUANTITIES	
FOR APPROVAL (CLIENT)	
FOR APPROVAL (MUNICIPAL)	
FOR TENDER	
FOR CONSTRUCTION	

CLIENT:
CITY OF TSHWANE



CONSULTANTS:



DISCIPLINE:
LANDSCAPE ARCHITECTURE

PROJECT NAME & CLIENT INFORMATION
WONDERBOOM JUNCTION INTERMODAL
Proposed on Erf 408 of Farm Wonderboom 302 JR Pretoria

TITLE:
LANDSCAPE DEVELOPMENT PLAN

DRAWING DESCRIPTION:
SDP SUBMISSION

SCALE	DATE	DESIGNED	DRAWN
1:400	2019.09.16	AM	LS
PROJECT No - DRAWING NUMBER		REVISION	
WIF-001.LDP_100		0	

