CIDB CATEGORY: 7EP or Higher

APPOINTMENT OF PROFESSIONAL CONTRACTOR FOR WATER CONSERVATION AND DEMAND MANAGEMENT PROJECT

BID No: KRLMTEC/BID:05/26-27

Name of Bidder : _____

Telephone no. : _____

Fax no. : _____

Address : _____

: _____

: _____

Bid Sum :R_____ **Incl. V.A.T**

CIDB No. : _____

PREPARED AND ISSUED BY:
KGETLENGREVIER LOCAL MUNICIPALITY
P.O Box 66 KOSTER
0348
TEL: 014 543 2004/5/6

PART: A: INVITATION TO BID: **MBD1**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*KGETLENGRIVIER MUNICIPALITY*)					
BID NUMBER:	**KRLM/TEC/BID:05/ 26-27**	CLOSING DATE:	**27 November 2026**	CLOSING TIME:	**12H00**
BID DESCRIPTIO	WATER CONSERVATION AND DEMAND MANAGEMENT PROJECT				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7) or SERVICE LEVEL AGREEMENT OF KGETLENGRIVIER MUNICIPALITY.					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(KGETLENGRIVIER LOCAL MUNICIPALITY*

No Compulsory briefing session will be held.
The Bid box is generally open 8 hours, 5 days a week.
Completed Bid document, fully priced and signed must be sealed in an envelope marked **"WATER CONSERVATION AND DEMAND MANAGEMENT PROJECT "**
Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL NUMBER	----------		**TOTAL BID PRICE**	**R**	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes	☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes	☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐ Yes ☐No [IF YES, ANSWER PART B:3]
MINIMUM WORK OPPORTUNITIES TO BE CREATED	6	**CIDB GRADING**	**7EP OR HIGHER**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
MUNICIPALITY	Kgetlengrivier Local Municipality	TECHNICAL	Mr. Mr O Madisa
CONTACT PERSON	Supply chain unit	TELEPHONE NUMBER	073 223 2906
TELEPHONE NUMBER	060 977 0342	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Otsile.madisa@gmail.com

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO **IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.**

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

KGETLENGRIVIER LOCAL MUNICIPALITY

CONTENTS OF TENDER DOCUMENTATION

Volume 1: Tender requirements, Contract and Pricing Data		
Number	**Heading**	**Colour**
Part T1: Tendering procedures		
T1.1	Tender Notice and Invitation to Tender	White
T1.2	Tender Data	Pink
T1.3	Standard and Particular Conditions of Tender	Pink
Part T2: Returnable Documents		
T2.1	List of Returnable Documents	Yellow
T2.2	Returnable Schedules	Yellow
Part C1: Agreements and Contract Data		
C1.1	Form of Offer and Acceptance	White
C1.2	Contract Data	White
C1.3	Demand Guarantee and Retention Money Guarantee	White
C1.4	Occupational Health and Safety Agreement	White
C1.5	Agreement with adjudicators	White
Part C2: Pricing data		
C2.1	Pricing Instructions	Yellow
C2.2	Bill of Quantities	Yellow
Part C3: Scope of Work		
C3.1	Description of the Works	Blue
C3.2	Engineering	Blue
C3.3	Procurement	Blue
C3.4	Sub-Contracting	Blue
C3.5	**Construction**	Blue
C3.6	**Management**	Blue
C3.7	Health and Safety Specifications	Blue
C3.8	Project Specifications	Blue
Part C4: Site information		
C4	Site Information	Green

T1.1 TENDER NOTICE AND INVITATION TO TENDER

BID NUMBER: KRLM/TEC/BID:05/26-27

DIRECTORATE: ENGINEERING SERVICES

Bids are hereby invited for WATER CONSERVATION AND DEMAND MANAGEMENT PROJECT

The Council also reserves the right to negotiate further conditions and requirements with the successful bidder.

THIS BID IS SUBJECT TO THE, PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATION, 2011, AND THE GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS (THIRD EDITION) (2015) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

The Municipality shall adjudicate and award bids in accordance with B-BBEE status level of contribution on 80/20-point system, 80 points for the price and 20 points for contribution. Prospective bidders must accept that the bid will be adjudicated, according to the said legislation. Bids will remain valid for 90 (ninety) days.

Mr AE PHOLOSE
ACTING MUNICIPAL MANAGER

RETURNABLE DOCUMENT	YES	NO
1. COMPANY REGISTRATION DOCUMENT		
2. ID COPIES COMPANY DIRECTORS: CERTIFIED.		
3. ORIGINAL SIGNATORY AUTHORISATION LETTER ON A COMPANY LETTER HEAD		
4. RECENT COMPLIANT CENTRAL SUPPLIER DATABASE, JV SHOULD SUBMIT FOR BOTH COMPANIES PRINTED BEFORE ADVERT CLOSING DATE		
5. CIDB GRADING, JV SHOULD SUBMIT CONSOLIDATED CIDB		
6. LETTER OF GOOD STANDING: CERTIFIED (COIDA)		
7. BBBEE CERTIFICATE: SANAS ACCREDITATION, JOIN VENTURES TO SUBMIT A CONSOLIDATED BBBEE CERTIFICATE: CERTIFIED OR SWORN AFFIDAVIT (FOR THE PURPOSE OF PREFERENTIALPOINT SYSTEM)		
8. RECENT ORIGINAL STAMPED LETTER FROM THE BANK WITH RATING		
9. BOTH DIRECTOR AND COMPANY PROOF OF MUNICIPAL ACCOUNT FOR WATER AND LIGHTS ARE NOT IN ARREARS; AND SHOULD NOT BE OLDER THAN 3 MONTHS/ RECENT AND ORIGINAL PROOF OF RESIDENCE FROM TRADITIONAL AUTHORITY OR INDUNA/VALID LEASE AGREEMENT ACCOMPANIED BY RECENT PROOF OF PAYMENT FOR MUNICIPAL RATES AND TAXES OF THE LESSOR SHOULDNOT BE IN ARREAS FOR MORE THAN 90 DAYS		
10. COMPANY PROFILE/SCHEDULE INDICATING BIDDER'S EXPENRIENCE		
11. PROGRAM OF WORKS,		
12. SCHEDULE OF MONTHLY EXPENDITURE (CASH FLOW)		
13. JOIN VENTURE AGREEMENT: WHERE APPLICABLE a. CIDB CONSOLIDATED b. CONSOLIDATED BBBEE CERTIFICATE		
14. LETTER OF INTENT FROM A REGISTERED FINANCIAL INSTITUTION AS A GUARANTOR IN THE AMOUNT OF 10% FOR SURETY.		
15. COMPLETE THE DOCUMENT WITH A BLANK INK, INITIAL WHERE ALTERED AND INITIAL EVERY PAGE, COMPLETE FORM OF OFFER. **THE DOCUMENT SHOULD NOT BE RE-ARRANGED**		
16. COMMISSIONER OF OATH STAMP		

RESPONSIVENESS AND EVALUATION CRITERIA

RESPONSIVENESS CRITERIA

A pre-qualification process will be used as follows:

Tenderers will be assessed based on the prequalification criteria as set out in the table below. Tenderers scoring less than 75 points will considered non-responsive. Tenderers shall fill in the relevant information on the Prequalification / Quality Criteria Schedules in Part T2 and this information shall be used to award points for functionality on the following basis per category:

Table 4 – Functionality criteria

The following Functionality Criteria will apply to this bid:

Only those bidders who score a minimum score of 75 points in respect of the following functionality criteria will be recommended for short listing. 100 points are allocated for functionality.

ITEM	Min Scoring	Max Scoring
STAGE 2 OF EVALUATION – CAPACITY TO EXECUTE THE WORK		
1 Previous Experience Traceable record for successful completion of installation of telemetry and Scada systems or Maintenance of such schemes within any water board or Municipality with a minimum amount of R1 000 000.00 each • Minimum of 4 completed projects = 40 points • Munimum of 3 completed projects = 30 points • Minimum of 2 completed projects = 20 points • Minimum of 1 completed project = 10 points ***Maximum of 10 points per completed project.*** ***No completion certificates 0 points*** *Note COMPULSORY attachments for verifying work done:* *1. The KLM Assessment Bidder Form (attached Annexure A) must be completed, stamped, and signed by the previous employer as a means of verifying references for each project undertaken. If 4 Projects were done, 4 Assessment bidder forms must be completed.* *2. In ADDITION to the above, a traceable record will be evaluated on the basis of:* *- An Appointment Letter or Official Purchase Order* *AND A* *-A completion certificate for each project completed*	**30**	**40**

NB: For sub-contractor appointments, as a sub-contractor, you must also attached appointment letter of the main contractor.		
2 Approach paper which responds to the proposed scope of work and outlines proposed approach, Methodology and work plan complete with time frame =10 points In-depth approach paper = 10 points Brief approach paper= 5 points No submission of approach paper = 0 points	**5**	**10** **10**
3 Capacity and Expertise 3.1. Team Leader must have a minimum of NQF Level 6 qualification in Electrical Engineering or Electronic Engineering with a minimum of 05 Years post qualification experience = 20 points 3.2. One or more personnel must have a minimum NQF Level 6 in Information Technology with a minimum of 03 Years post qualification experience. (System Integration competency) = 20 points 3.3. Instrumentation or Electronics or Electrician Trade Test Certificate = 10 points ***NB: Attach CV and certified copies not older than 3 months for all qualifications***	**40**	**50**
Total Scoring	**75**	**100**

KGETLENGRIVIER MUNICIPALITY

T1.2 Tender Data

1. CONDITIONS OF TENDER

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (SFU) of May 2010, as published in Government Gazette No 33239, Board Notice 86 of 2010 of 28 May 2010. Those Standard Conditions of Tender remained the same as those published in the previous edition of the SFU as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009 - See www.cidb.org.za.

Each Tenderer shall obtain its own copy of the Standard Conditions of Tender.

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

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

Clause number	Tender Data
2. EMPLOYER **Cl. F1.1**	The "Employer" is "KGETLENGRIVIER MUNICIPALITY" The Employer's domicilium citandi et executandi (permanent physical business address) is: KGETLENGRIVIER MUNICIPALITY
3. TENDER DOCUMENTS **Cl. F.1.2**	"The following documents form part of this tender: **VOLUME 1** **Part T1 Tendering procedures** T1.1 Tender notice and invitation to tender T1.2 Tender data T1.3 Standard and Conditions to tender **Part T2 Returnable Documents** T2.1 List of Returnable Documents T2.2 Returnable Schedules that will be incorporated into the Contract **Part C1 Agreements and Contract Data** C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Demand Guarantee and Retention Money Guarantee C1.4 Agreement in terms of Occupational Health and Safety **Part C2 Pricing Data** C2.1 Pricing Instructions C2.2 Bill of Quantities **Part C3 Scope of Work** C3.1 Description of the Works C3.2 List of Drawings C3.3 Procurement

Clause number	Tender Data
	C3.4 Construction C3.6 Particular Specifications C3.7 Health and Safety Specifications C3.8 Environmental Management during Construction C3.9 Management of the Works **Part C4 Site information** **VOLUME 2** Tender Drawings incorporated into the tender document.
4. EMPLOYER'S AGENT **Cl. F.1.4**	
5. TENDERER'S OBLIGATIONS	**10% local Content – 10% of contract amount shall be used for local as required by law**
5.1. Eligibility **Cl. F.2.1**	Only those tenderers who can demonstrate that they will have in their employ management and supervisory staff satisfying the requirement of the scope of work for labour-intensive competencies for supervisory and management staff during the validity of the contract are eligible to submit tenders
5.2. F2.18	The tenderer must submit to the Employer, names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements. ***Local labour be paid a rate of R30.32 per hour***
5.3. Site Visit and Clarification Meeting **Cl. F.2.7**	Enquiries regarding the project should be forwarded to the following email address: otsile.madisa@gmail.com
5.4. Insurance **Cl. F.2.9**	No insurance cover will be provided by the Employer.
5.5. Alternative Tender Offers **Cl. F. 2.12**	Unless anything to the contrary has been determined in the Contract Data, a Tenderer may, together with his tender for the original designs contained in the contract documents, submit alternative designs and tender offers for consideration. All designs, calculations, drawings and Operation and Maintenance manuals shall be fully endorsed by a third party registered engineer, accomplished in such specific field of practice and the cost thereof shall be borne solely by the Contractor. Such alternative designs and offers shall be subject to the following conditions and requirements:

Clause number	Tender Data
	5.4.1. Tenders An alternative offer or design will be considered only if the tender for the original items has been fully priced and completed. The alternative tender offer is to be submitted in **the same envelope as the main tender offer**, together with a schedule that compares the requirements of the tender documents with the alternative requirements the Tenderer proposes. No alternative tender will be considered unless a tender free from qualifications is also submitted. Unless the alternative offer stipulates to the contrary, it shall be assumed that the period for completion of the Works shall be the same as for the original design. Designs, calculations, drawings and a modified schedule of quantities (as determined hereafter) in respect of each alternative offer or design shall accompany the alternative tender offer and shall be endorsed fully by a third party registered engineer, accomplished in such specific field of practice. 5.4.2. Preliminary calculations Preliminary calculations for an alternative design shall be submitted with the tender. Such calculations shall give adequate details so as to enable an assessment to be made of the general efficacy of the design and of its principal elements, also of the degree to which the design prescriptions and codes of the Employer are being complied with. The calculations shall be clear and in a logical sequence and shall clearly reflect all the design assumptions. 5.4.3. Preliminary drawings Preliminary drawings of the alternative designs shall also be submitted with the tender. These drawings shall comprise adequate layout plans, elevations and sections and shall clearly illustrate the general efficacy of the design and its principal elements. 5.4.4. Quantities Each alternative offer shall be accompanied by a modified priced schedule of quantities compiled in accordance with the specifications, in so far as it is applicable, which clearly shows the manner in which the price for the alternative offer has been determined and the items in the original schedule of quantities which fall away or are being changed. In addition to the schedule of quantities, a set of calculations shall be supplied to show how the quantities have been determined. All assumptions in regard to factors which will determine quantities shall be clearly and conspicuously marked by underlining or colouring, and shall indicate whether or not the assumptions have been based on information furnished in the Contract Data (with the necessary references). 5.4.5. Further details Should the Employer's Agent find that the calculations and drawings submitted for alternative designs are not complete enough for proper adjudication of the alternative designs, the Employer reserves to itself the right to call on the Tenderer to submit such further calculations and drawings as may be required. If such further

Clause number	Tender Data
	details are not submitted within ten days of having been requested, the alternative designs will not be given further consideration. 5.4.6. Preliminary adjudication of alternative designs The Employer's Agent will undertake a preliminary scrutiny of any alternative designs for compliance with the specified requirements of the Employer. Should he find any mistakes or unsatisfactory aspects, he may afford the Bidder the opportunity to rectify them within a period to be determined by the Employer's Agent. However, it is emphasized that the preliminary scrutiny of the design and tender by the Employer's Agent, by its very nature, cannot be comprehensive, and no guarantee can be given in this regard that all the mistakes made by the Bidder will in fact be detected. Any correction of such mistakes shall be made with the tender price of the bidder being retained, and, wherever necessary, the priced schedule of quantities for the alternative design shall be adjusted accordingly. 5.4.7. Acceptance of alternative design The Bidder shall note that the acceptance of a tender which includes alternative designs shall mean that the alternative designs have been approved in principle only. If the final calculations, drawings and details do not comply with the specified requirements, such alternative designs may be rejected, unless they are suitably amended by the Bidder so as to be acceptable to the Employer. 5.4.8. Final drawings and calculations and the priced schedule of quantities Where a tender with an alternative design has been accepted, the Contractor shall, not less than two months before he intends starting with the construction of such design, submit to the Employer's Agent a complete set of working drawings, detailed calculations and a complete schedule of quantities, for approval. The schedule of quantities shall be based on the preliminary schedule of quantities, but with the necessary adjustments in quantities and prices and with the tendered price for the alternative design being retained. Within three weeks of having received the above, the Employer's Agent will indicate which drawings, calculations, quantities, prices and other particulars are acceptable to him and which not, with reasons furnished. The Contractor shall then submit to the Employer's Agent in good time any modified drawings and other particulars for approval, for which he will require two weeks. Any delay arising from the fact that the amended particulars do not meet the requirements shall be the responsibility of the Contractor. No work which will be affected by an alternative design may be commenced, unless the drawings, schedule of quantities and prices for such alternative design have been approved. Should the Contractor fail to modify any drawings, calculations, quantities, prices or any other particulars to the satisfaction of the Employer's Agent, the alternative design will be rejected and the original design shall be constructed for the same amount as has been tendered for the alternative design. 5.4.9. Responsibility for alternative design

Clause number	Tender Data
	The approval of a design by the Employer's Agent shall not in any way relieve the Bidder of his responsibility to produce a design which conforms in all respects to all the specified requirements and which will be suitable for the purpose envisaged. Should it appear later during construction or during the maintenance period that the design does not conform to the specified requirements, the Contractor only, shall be liable for any damage arising there from and he shall, at his own expense, do all the necessary work to ensure that the Works conforms to all the specified requirements. 5.4.10. Indemnity Once the alternative design has been approved, the Contractor shall indemnify and hold harmless the Employer, its agents and assigns, against all claims howsoever arising out of the said design whether in contract or delict.
5.1. Submitting a Tender Offer Cl. F2.13	5.5.1. Whole of the Works (Cl. F.2.13.1) Tenderers shall offer to provide for the whole of the Works identified. 5.5.2. Original tender documents (Cl. F2.13.3) The original tender document, issued to the Bidder, shall be submitted in its entirety. No copies are required. 5.5.3. Marking of Tender Submissions (Cl. F2.13.5) The complete tender documents shall be enclosed and sealed in a single envelope, marked: **"WATER CONSERVATION AND DEMAND MANAGEMNET PROJECT "** The Employer's address for delivery of tender offers to be shown on each tender submission package is the Tender Box located at: KGETLENGRIVIER MUNICIPALITY 5.5.4. Two envelope system (Cl. F.2.13.6) A two-envelope procedure will not be followed. 5.5.5. Closing time (Cl. F.2.15) The closing time for submission of tender offers is: **12H00 on the 27 November 2026** Telegraphic, telephonic, telex, facsimile, e-mail, electronic and late tender offers will not be accepted. 5.5.6. Tender offer validity (Cl. F.2.16) The tender offer validity period is **120 days** after tender closing date. 5.5.7. Clarification of tender offer after submission (Cl. F.2.17) Delete the last part of the second sentence, commencing with the word "and". Furthermore, delete the last two sentences of Cl. F2.17. Add the following sentence: "The rates stated by the Bidder shall be binding".

Clause number	Tender Data
	5.5.8. Provide other Material (Cl. F.2.18.1) Upon request by the Employer, the Bidder shall promptly supply any other material that has a bearing on the tender offer, the bidder's commercial position (including, where applicable, notarized joint venture agreements), Referencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair assessment. Should the Bidder not provide the information or material called for, by the time for submission stated in the Employer's request, the Employer will regard the tender offer as being non-responsive. 5.5.9. Certificates (Cl. F.2.23) The following certificates are to be provided with this tender: a) CSD Report b) Compensation Fund registration certificate c) Certificate of Contractor Registration issued by the Construction Industry Development Board or a copy of the application Form for registration in terms of the Construction Industry Development Board Act (Form F006). A minimum grading of **7EP or higher** is required. **Important Note:** Failure to provide the required particulars as per the above-listed certificates implies a non-responsive tender and warrants rejection of the tender on account of non-compliance with the requirements of the Tender Data
6. EMPLOYER'S UNDERTAKING	
6.1. Opening of Tender Submissions **Cl. F3.4**	The time and location for opening of the tender offers are as follows: **DATE & TIME: 27 NOVEMBER 2026 , at 12h00** **Location: Tender Box, KGETLENGRIVIER LOCAL MUNICIPALITY,**
6.2. Arithmetical Errors **Cl. F.3.9.1**	Delete paragraphs (b) and (c) of Cl. F.3.9.1 and replace with: b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item resulting from the product of the unit rate and the quantity, the rate shall be binding and the error of extension as entered in the tender offer will be corrected by the Employer in determining the Contract Price. c) Where there is an error in addition, either as a result of other corrections required by this checking process or in the Bidder's addition of prices, such error will be corrected by the Employer in determining the Contract Price. d) The Contract Price for the completed Contract shall be computed from the actual quantities of authorised work done and compliant with the Contract Data, valued at rates contracted against the respective items in the bill of quantities, schedule of Quantities or schedule of rates and shall include such authorised Provisional Sums and items of extra work as have become payable in terms of the Contract Data.

Clause number	Tender Data
7. <u>ACCEPTANCE OF TENDER OFFER</u> **Cl. F3.13**	Tender offers will only be accepted if: a) CSD summary report; b) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. A minimum grading of **7EP or Higher** is required for the main contractor; c) The bidder has demonstrated previous experience with the type of work required under this contract having successfully completed a project of similar scope and size. d) The bidder or any of its principals 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; and e) The bidder has not abused the Employer's Supply Chain Management System. f) The bidder has not failed to perform on any previous contract. g) has complete the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
8. <u>PROVIDE COPIES OF THE CONTRACT DOCUMENT</u> **Cl. F.3.18**	The number of paper copies of the signed Contract to be provided by the Employer to the successful bidder is **one**

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
g) "prices" includes all applicable taxes less all unconditional discounts;
h) "proof of B-BBEE status level of contributor" means:
   1) B-BBEE Status level certificate issued by an authorized body or person;
   2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
   3) Any other requirement prescribed in terms of the B-BBEE Act;
i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

4.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference in terms of Regulation 6 (2) and 7 (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	6	14
4	5	12
5	4	8

6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = ...(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm :.....

8.2 VAT registration number :.....

8.3 Company registration number :.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……. . .....

.....

……. . .....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number .....

Stand Number .....

8.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? .....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, 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 contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

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

ATTACH B-BBEE VERIFICATION CERTIFICATE

ANNEXURE A

SUPPLY CHAIN MANAGEMENT

EVALUATION PROCESS AND CRITERIA

The following evaluation process and criteria will be used to evaluate all bids submitted:

1. Administrative Compliance – Phase One

1.1 All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions, will be eliminated from further evaluation.

1.2 **Critical Criteria**:
The following critical criteria have been identified for this bid and any non-compliance thereto will lead to the bid being regarded as non-responsive and disqualified from further evaluation:

- Provide Central Supplier Database (CSD) number
- All Pages of the Bid document must be initialled.
- Compulsory site inspection attended.
- Completed and signed declaration of interest **(MBD4)**
- Completed and signed declaration on past SCM practices form **(MBD8)**
- Compulsory enterprise questionnaire completed
- Signed J/V agreement must be attached (Where applicable)
- Proof of registration with CIDB attached.
- Complete **MBD 5** and submit audited statements **(AFS) –** (only where the tender amount exceeds **R10Mil-** including VAT)
- Proof of Municipal Rates and Taxes or letter for Tribal Authority or lease agreement must be attached (Not older than 3 months).

2. Functionality – Phase Two (50 points allocation)

The bidders who complied administratively are considered for further evaluation on ability to execute the project.
The assessment of functionality will be done in terms of the evaluation criteria and minimum threshold as specified. A bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

1.1. Relevant Experience of Company (30 points)
This will take into consideration similar contracts successfully completed by the bidder.

NB. Proof of largest similar project must be attached (Completion certificate). Failure to provide proof will result in disqualification of points.

The score will be calculated as follows:

$$Rt = \frac{Lc}{Tavg} \times R\ max$$

Where:
Rt = Points for relevant experience of company
Lc = Largest similar contract over the last **three (3) years. (Determined on project size).**
Tavg = Average value of tendered amounts of eligible tenders.
Rmax = Maximum points allocated for relevant experience of company.
(R max = 30)

2.2 Plant and Equipment (10 points)

This will be assessed against a minimum number of different types of plant and equipment required to successfully complete the project within the stipulated construction period as determined by the engineer.
Access to plant may be in a form of ownership, hire or leasing arrangements, orders etc. A letter of intent from hiring or leasing companies stating the number and type of plant and equipment on which arrangement has been made must be submitted. Any changes to the lease/hire agreement must be approved by the Municipality prior commencement.

NB. Proof of ownership on equipment indicated above must be submitted with the bid document. Failing to submit will result in disqualification of points.

2.3 Financial Status (10 points)

This will be assessed against Bank ratings as follows:

Bank Rating	Score
A	10
B	10
C	10
D	8
E	6
F,G,H	0

2.4 Commercial Risk Analysis

Prior to being recommended for further evaluation, a bid will be subjected to risk analysis to ensure that it would, if accepted, not place the Municipality or the bidder, at undue risk.

A risk analysis will be performed to ascertain if any of the following might present an unacceptable commercial risk to the Municipality:

- Unduly low tendered sums
- Unduly high individual rates
- Unduly low rates
- Imbalances in pricing

It is in the best interests of the Municipality to amend an error which will cause the bid to be rejected on the basis of it presenting an unacceptable commercial risk.

❖ **EVALUATION OF BIDS**

h) All bids received shall be evaluated in terms of the Supply Chain Management Regulations, KGETLENGRIVIER MUNICIPALITY Supply Chain Management Policy (on request from Municipality), the preferential procurement regulation 2011, and other applicable legislations.

i) The Council reserves the right to accept all, some, or none of the bids submitted – either wholly or in part – and it is not obliged **to accept the lowest bid.**

❖ **By submitting this bid, bidder authorizes the Council or its delegate(s) to carry out any investigation deemed necessary to verify the correctness of the statements and documents submitted and that such documents reasonably reflect the ability of the Bidder to provide the goods and services required by the Council.**

PLEASE NOTE

❖ **The Municipal Manager may cancel a contract awarded to a person if:**

a) The person committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or

b) An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited that person.

- **The Municipal Manager may reject the bid or quote of any person if that person or any of its directors has:**

c) Failed to pay municipal rates and taxes or municipal service charges and such rates, taxes and charges are in arrears for more than three months;

d) Failed, during the last five years, to perform satisfactorily on a previous contract with the KGETLENGRIVIER MUNICIPALITY or any other organ of State after written notice was given to that bidder that performance was unsatisfactory;

e) Abused the supply chain management system of the Municipality or have committed any improper conduct in relation to this system;

f) Been convicted of fraud or corruption during the past five years;

g) Wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

h) Been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No. 12 of 2004) or has been listed on National Treasury's database as a person prohibited from doing business with public sector.

2.5 Tendered rates

Rates for all the bids which have complied with the bid conditions will be assessed for the following:

- Comparison of rates and amounts with the average tendered amount.
- Sensitivity Analysis of Rates (i.e. whether the rates are balanced, acceptable, etc).
- Expected cash flows requirements.

NB: Bids with unbalanced rates will be disqualified for further evaluation on price and preference points system

3 Business Registration

Prospective bidders shall be registered:

(a) With the South African Revenue Services for all categories of taxes applicable to it.
(b) With the Compensation Commissioner
(c) With the Construction Industry Development Board. (Minimum grading **7EP**).

4 Acceptance of Tender Offer (Cl. F3.13)

Tender offers will only be accepted if:

a) The bidder has in his or her possession a Central Suppliers Database Registration Number (CSD Number);

b) The bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation. (Minimum grading of **7EP** is required);

c) the bidder or any of its principals 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; and

d) The bidder has not abused the Employer's Supply Chain Management System.

e) The bidder has not failed to perform on any previous contract.

f) has complete the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

5. Provide copies of the Contract Document (Cl. F3.18)

The number of paper copies of the signed Contract to be provided by the Employer to the successful bidder is **one**

Annexure A: Standard Conditions of Tender

F.1 General

F.1.1 Actions

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.

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 for the calling for expressions of interest, the following definitions apply:

a) **Comparative offer** means the Tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other Tendered parameters that will affect the value of the financial offer have been taken into consideration

b) **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

c) **Fraudulent pra**ctice 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

d) **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 read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a Tenderer. The 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.2 Tenderer's obligations

F.2.1 Eligibility

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.2.2 Cost of Tendering

Accept that 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 satisfy requirements.

F.2.3 Check documents

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

F.2.4 Confidentiality and copyright of documents

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

F.2.5 Reference documents

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

F.2.6 Acknowledge addenda

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

F.2.7 Clarification meeting

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

F.2.8 Seek clarification

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

F.2.9 Insurance

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

F.2.10 Pricing the Tender offer

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

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

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data, ***<u>however Rates Only items shall be subject to the Engineer Approval as per market rates, before the contractor commence with work</u>***

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

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.

F.2.12 Alternative Tender offers

F.2.12.1 Submit alternative tender offer only if a main tender offer, strictly in accordance with all the requirements of the tender document, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender document with the alternative requirements the tenderer proposes.

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 a Tender offer 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 in black 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.2.14 Information and data to be completed in all respects

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

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the Tender offer at the address specified in the Tender data not later than the closing time stated in the Tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept Tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the Tender data.

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.

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 total of the prices or substance of the Tender offer is sought, offered, or permitted. The total of the prices stated by the Tenderer shall be binding upon the Tenderer.

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, tests and analysis

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

F.2.20 Submit securities, bonds, 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 identified in the contract data.

F.2.21 Check final draft

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

F.2.22 Return of other Tender documents

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

F.2.23 Certificates

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

F.3 The employer's undertakings

F.3.1 Respond to clarification

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.3.2 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 seven 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, the total of his prices, preferences claimed and time for completion, if any, for the main Tender offer only.

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

F.3.5 Two-envelope system

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

F.3.5.2 Evaluate the quality of the technical proposals offered by Tenderers, then advice 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, on 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) 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

F.3.9.1 Check responsive Tender offers for arithmetical errors, correcting them in the following manner:

a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

b) If bills of quantities (or schedule of quantities or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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

F.3.9.2 Consider the rejection of a Tender offer if the Tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

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 it using the Tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank Tender offers from the most favourable to the least favourable comparative offer.
	2) Recommend highest ranked Tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score Tender evaluation points for financial offer.
	2) Confirm that Tenderers are eligible for the preferences claimed and if so, score Tender evaluation points for Preferencing.
	3) Calculate total Tender evaluation points.
	4) Rank Tender offers from the highest number of Tender evaluation points to the lowest.
	5) Recommend 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.
Method 3: Financial offer and quality	1) Score quality, rejecting all Tender offers that fail to score the minimum number of points for quality stated in the Tender data.
	2) Score Tender evaluation points for financial offer.
	3) Calculate total Tender evaluation points.

	4) Rank Tender offers from the highest number of Tender evaluation points to the lowest.
	5) Recommend 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.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all Tender offers that fail to score the minimum number of points for quality stated in the Tender data.
	2) Score Tender evaluation points for financial offer.
	3) Confirm that Tenderers are eligible for the preferences claimed, and if so, score Tender evaluation points for Preferencing.
	4) Calculate total Tender evaluation points.
	5) Rank Tender offers from the highest number of Tender evaluation points to the lowest.
	6) Recommend 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.

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

F.3.11.2 Scoring Financial Offers

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

NFO = W1 x A

where:

NFO = the number of Tender evaluation points awarded for the financial offer.

W1 = the maximum possible number of Tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{(P - Pm)}{Pm})$	$A = P / Pm$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - Pm)}{Pm})$	$A = Pm / P$

where:

Pm = the comparative offer of the most favourable Tender offer.

P = the comparative offer of Tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories in accordance with the Tender Data and calculate total score for quality.

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

F.3.13.1 Accept Tender offer only if the Tenderer complies with the legal requirements stated in the Tender Data.

F.3.13.2 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. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful Tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful Tenderers

After the successful Tenderer, has acknowledged the employer's notice of acceptance, notify other Tenderers that their Tender offers have not been accepted.

F.3.15. Prepare contract documents

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,
c) other revisions agreed between the employer and the successful Tenderer, and
d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful Tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of Tender require the Tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

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

F.3.18 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.

A: SCHEDULE OF LABOUR CONTENT

The Tenderer must complete the table below to reflect the labour force anticipated to be employed on this contract, including labour employed by sub-contractors.

The specified target value is **6%** of the contract value

Type of Labour	Man-hours	Minimum Wage Rate per Unit	Total Wage Cost (Excl VAT)
Permanent Labour			
Temporary Labour			
SMME/HDI's Labour			
		TOTAL	
		PERCENTAGE	

Notes to Tenderer:

(1) Labour is defined as hourly paid personnel.

(2) The penalty will be applied for non-compliance during the contract or for fraudulent disclosure

SIGNED ON BEHALF OF THE TENDERER: .....

B: EMPLOYMENT OF AFFIRMATIVE BUSINESS ENTERPRISE (ABE)

Target values of work to be executed by and goods & services to be procured from ABEs shall be **10%**.

Schedule Item No	Name of ABE	Item Description/ Goods & Services to be provided	Value	
			Rands (Excl VAT)	% of Tender Sum (Excl VAT)
TOTAL				

Notes to tenderer:

1. **Regardless whether the tenderer fits the classification of an SMME/PDI, as defined in Section 3.3 of this specification, the tenderer nevertheless retains the obligation to commit to the target values prescribed**
2. **Tenderers shall insert "unknown" if an SMME/PDI has not been selected prior to tender closing date.**
3. **The penalty will be applied for non-compliance during the contract or for fraudulent disclosure**

SIGNED ON BEHALF OF THE TENDERER .....

B.1 EMPLOYMENT OF AFFIRMATIVE BUSINESS ENTERPRISE DECLARATION AFFIDAVIT (ABE).

It is understood and agreed that should this contract be awarded to me, an ABE Declaration Affidavit will be completed by each and every ABE employed by me on this contract and will be submitted to the Employer immediately upon demand by the Employer.

SIGNED ON BEHALF OF THE TENDERER .....

1. TRAINING

Name of Training Institution:.....

Name of Programme:.....

Trainer's Name	Qualification	Subject

Notes to tenderer:
Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.

SIGNED ON BEHALF OF THE TENDERER.....

2. ENGINEERING STUDENT TRAINING

Name of Training Institution:.....

Name of Programme:.....

Trainer's Name	Qualification	Subject

Notes to tenderer:

1. **Provide details here, or attach hereto, the subjects to be covered and the manner in which the training is to be delivered.**
2. **Provision should also include on-job student / (in-service) training for a period of not less than 06 months at a monthly stipend of R 2 500.00**

SIGNED ON BEHALF OF THE TENDERER .....

KGETLENGRIVIER MUNICIPALITY

T2.1 List of Returnable Documents

The Tenderer must complete the following returnable documents:

1. Returnable Schedules required only for Tender evaluation purposes

A. Certificate of Authority of Signatory
B. Certificate of Registration with the Construction Industry Development Board
C. Certificate of authority for joint ventures (where applicable)
D. Compulsory Enterprise Questionnaire
E. Record of Addenda to Tender Documents
F. Proposed Amendments and Qualifications
G. Form of Intent to Provide a Demand Guarantee
H. Schedule of Subcontractors
I. Schedule of Available Infrastructure, Resources and Experience
J. Financial Information of the Tenderer
K. Certificate for Municipal Services and Payments: Annexure B
L. Authorisation for deduction of outstanding amounts owed to Council: Annexure C
M. Declaration of interest: MBD 4
N. National industrial participation programme: MBD 5
O. Declaration for procurement above R10 Million: MBD 5
P. preference points claim form in terms of the preferential procurement regulations 2011
Q. Declaration certificate for local production and content: MBD 6.2
R. Declaration of Tenderer's Past Supply Chain Management Practices: MBD 8
S. Certificate of the Independent Tender Determination: MBD 9
T. Compliance with OHSA (Act 85 of 1993)
U. Original Bank rating letter
V. Names of management and supervisory staff for the LIC works

2. Other documents required only for Tender evaluation purposes

- Compensation Fund Registration Certificate (COID)
- Curricula Vitae of Personnel
- Rates of Labour and Materials (Day work Rates)
- CSD Registration
- Valid CSD Number.
- Schedule of Labour Content
- Employment of ABE'S
- ABE Declaration Affidavit
- Generic Training
- Complete MBD 5 where the Tender amount inclusive of VAT exceeds R 10 million:

3. Other documents that will be incorporated into the contract

3.1 The offer portion of the C1.1 Offer and Acceptance
3.2 C1.2 Contract Data (Part 2)
3.3 C2.2 Bills of Quantities

A. CERTIFICATE OF AUTHORITY OF SIGNATORY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

1	Company	

2	Partnership	

3	Joint Venture	

4	Sole Proprietor	

5	Close Corporation	

1. Certificate for company

I,....., chairperson of the board of directors of

..... , hereby confirm that by resolution

of the board (copy attached) taken on ..... 20....., Mr/Ms

....., acting in the capacity

of....., was authorised to sign all documents in

connection with this Tender and any contract resulting from it on behalf of the

company.

As witnesses:

1. .... Chairman

..... Print Name ..... Print Name

2. .... Date

..... Print Name

2. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

..... , hereby

authorise Mr/Ms....., acting

in the capacity of....., to sign all documents in

connection with the Tender for Contract ..... , and

any contract resulting from it on our behalf.

Name	Address	Signature	Date

NOTE: This certificate is to be completed and **signed by each and all of the key partners** upon whom rests the direction of the affairs of the Partnership as a whole.

3. Certificate for Joint Venture

We, the undersigned, are submitting this Tender offer in Joint Venture and hereby

authorize Mr/Ms....., authorised signatory of the

firm..... , acting in the capacity of lead partner, to

sign all documents in connection with the Tender offer for Contract

.....and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally

authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising	
		Signature	Name
Lead Partner			

4. Certificate for sole proprietor

I,....., hereby confirm that I am the sole owner of the business trading

as .....…

As witnesses:-

1. ....
Signature: Sole Owner

....
Print Name **Print Name**

2. ....

....
Print Name **Date**

5. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as ..... hereby

authorise Mr/Ms..... ,

acting in the capacity of..... , to sign all documents in

connection with the Tender for Contract .....and

any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This Certificate is to be completed and signed by each and all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

B. CERTIFICATE OF REGISTRATION WITH THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD

1. General

The Register of Contractors is established by the Construction Industry Development Board in terms of the CIDB Act 38 of 2000 and Construction Industry Development Regulations as published in Government Gazette number 26427 of 2004.

The Act makes it mandatory for public sector clients to apply this register when considering Tenders. Any enterprise that submits a Tender or enters into contract for construction works with the public sector, must be registered.

Once-off joint ventures do not have to register, provided that each partner of the joint venture is separately registered.

2. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES (WHERE APPLICABLE)

Employer: .....

Contract Number: .....

NOTE 1 This form need only be completed in the event of a Joint Venture submitting this Tender.

NOTE 2 Fill in all the information requested in the spaces provided. Attach additional sheets if required.

NOTE 3 Provide a copy of the Joint Venture agreement. Demonstrate that the partners to the Joint Venture share in the ownership, control, management responsibilities, risks and profits of the Joint Venture. The Joint Venture agreement shall include specific details relating to:

a) the contributions of capital and equipment;
b) portions of the Contract to be performed by the partner's own resources; and
c) portions of the Contract to be performed under the supervision of each partner.

NOTE 4 Provide copies of all written agreements between partners concerning the Joint Venture, including those that relate to ownership options and to restrictions/limits regarding ownership and control.

1. Joint Venture Particulars

Name .....

Postal Address: .....

Physical Address
.....

.....

Telephone.....

Fax.....

Name of authorized representative.....

2. Identity of Partner No. 1

Name.....

Postal Address .....

Physical Address .....

.....

Telephone.....

Fax .....

Contact Person.....

3. **Identity of Partner No. 2**

Name.....

Postal Address.....

Physical Address .....

.....

Telephone.....

Fax.....

Contact Person.....

4. **Identity of Partner No. 3**

Name .....

Postal Address.....

Physical Address .....

.....

Telephone.....

Fax.....

Contact Person.....

5. **Description of the role of the partners in the joint venture**

Partner No. 1:.....

.....

Partner No. 2:.....

.....

Partner No. 3:.....

.....

6. Ownership of the joint venture

(i) Ownership percentage(s) Partner No. 1 .....%

Partner No. 2 .....%

Partner No. 3 .....%

(ii) Partner percentage in respect of:

a) Profit and loss sharing: Partner No. 1 .....%

Partner No. 2 .....%

Partner No. 3 .....%

b) Initial capital contribution Partner No. 1 R.....

Partner No. 2 R.....

Partner No. 3 R.....

(iii) Anticipated ongoing capital contributions:

Partner No. 1 R.....

Partner No. 2 R.....

Partner No. 3 R.....

(iv) Contributions of equipment (specify types, quality and quantities of equipment) to be provided by each partner:

Partner No. 1: .....

.....

Partner No. 2:.....

.....

Partner No. 3:.....

.....

7. Recent contracts performed by partners in their own right or as partners in other joint ventures

a) Partner No. 1

(i) .....

(ii) .....

(iii) .....

(iv) .....

(v) .....

b) Partner No. 2

(i) .....

(ii) .....

(iii) .....

(iv) .....

(v) .....

c) Partner No. 3

(i) .....

(ii) .....

(iii) .....

(iv) .....

(v) .....

8. Control and participation in the joint venture

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making, indicating any limitations in their authority, for example, co-signature requirements and monetary limits).

a) Joint Venture cheque signing

---

b) Authority to enter into contracts on behalf of the Joint Venture

---

---

c) Signing, co-signing or collateralizing of loans

---

d) Acquisition of lines of credit

---

e) Acquisition of demand bonds

---

f) Negotiating and signing of labour agreements

---

9. Management of the performance of the Contract
(Fill in the name and firm of the responsible person)

a) Supervision of field operations.....

---

b) Major purchasing.....

---

c) Estimating ---

---

d) Technical management.....

---

10. Management and control of the joint venture

a) Identify the managing partner

---

b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors or other parties participating in the performance of the contemplated works:

Partner No. 1: .....

.....

Partner No. 2: .....

.....

Partner No. 3: .....

.....

c) Describe the management structure for the joint venture's work under this Contract

Management Function/Designation	Name	Partner

11. Personnel

a) State the approximate number of operative personnel (by trade/function/discipline) needed to execute the Joint Venture contract.

Trade/function/discipline	Number

b) State the number of operative personnel to be employed on the Contract who are currently in the employ of partners:

---

c) State the number of operative personnel who are not currently in the employ of the respective partners and shall be engaged on the project by the Joint Venture:

---

d) State the name of the individual who shall be responsible for hiring Joint Venture employees:

---

e) State the name of the partner who shall be responsible for the preparation of Joint Venture payrolls:

---

12. Services

List the firms who provide the following services:

Service	Name	Contact Person	Telephone No.
Accounting			
Auditing			
Banking			
Insurance			
Legal			

13. Control and structure of the Joint Venture

Briefly describe the manner in which the Joint Venture is structured and controlled.

The undersigned warrants that he/she is duly authorised to sign this Joint Venture disclosure form and affirms that the foregoing statements are correct and include all the material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture Agreement, and to permit the audit and examination of the books, records and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorized representatives of the Employer.

Duly authorized to sign on behalf of.....
(**the Joint Venture**)

Signature: ..... Print Name: .....

Address: .....

.....

Telephone: .....

Date: .....

Duly authorized to sign on behalf of.....

(**Partner No. 1**)

Signature: .....Print Name: .....

Address: .....

.....

Telephone: .....

Date: .....

Duly authorized to sign on behalf of.....

(**Partner No. 2**)

Signature: .....Print Name: .....

Address: .....

.....

Telephone: .....

Date: .....

Duly authorized to sign on behalf of.....

(**Partner No. 3**)

Signature: ..... Print Name: .....

Address: .....

.....

Telephone: .....
Date: .....

C. COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise: . . . .

Section 2: VAT registration number, if any: . . . . . .

Section 3: CIDB registration number, if any: . . . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

***** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . .

Tax reference number . . . . . .

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other Tendering entities submitting Tender offers and have no other relationship with any of the Tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed		Date	
Name		Position	
Enterprise name			

D. RECORD OF ADDENDA TO TENDER DOCUMENTS

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

No.	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

E. PROPOSED AMENDMENTS AND QUALIFICATIONS

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

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

Page	Clause or item	Proposal

Signed		Date	
Name		Position	
Tenderer			

F. FORM OF INTENT TO PROVIDE A DEMAND GUARANTEE

If my/our Tender is accepted, I/we will, when required and within the time stipulated, provide a guarantee of

(*) Insurance Company (name).....

(of address) .....

..... (*)

Commercial Bank (Name).....

(Branch).....

(of address) .....

.....

to be approved by you, the Employer, for the amount stipulated.

(*): delete whichever is not applicable.

I/we understand that failure to produce an acceptable Demand Guarantee within the stipulated period is a fundamental breach of Contract, entitling the Employer to:

(i) withhold all payments which may be due to the Contractor pending compliance with the stipulated requirements to produce an acceptable Demand Guarantee.

(ii) instruct the Contractor to cease all work pending provision of the Demand Guarantee, and

(iii) cancel the Contract.

Signed	.....	Date	.....
Print Name	.....	Position	.....
Tenderer	.....		

G. SCHEDULE OF PROPOSED SUBCONTRACTORS

We notify you that it is our intention to employ the following Subcontractors for work in this contract.
If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.
We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

No	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed		Date	
Name		Position	
Tenderer			

H. FINANCIAL INFORMATION OF TENDERER

This information sheet has to be filled in by the financier of the Tenderer, duly signed and stamped on behalf of the financial institution he represents.

Tenderer Details

Tender Description : .....

Contract Period : .....

Name of Tenderer : .....

Bank Account Number : .....

Tendered Amount : .....

Demand Guarantee will be provided by this Bank: YES □ NO □

If yes, state amount of Demand Guarantee: R .....

Financial Institution

Name of Commercial Bank : .....

Branch : .....

Name of Bank Manager : .....

Telephone Number : I

/ We acting on behalf of the above Commercial Bank confirm that

.....(Tenderer)

has operated an account with us for the last .....years.
We have been requested to provide a bank rating based in relation to the financial capability of the Tenderer, taking into account directives set out in the following two tables.

Financial Capability	
Maximum value of contract that the Tenderer is considered capable of	Value on which Bank Rating must be used
up to R300 000	R24 000
R1 000 000	R78 000
R3 000 000	R240 000
R5 000 000	R480 000
R10 000 000	R900 000
R30 000 000	R2 400 000
R100 000 000	R7 800 000

BANK RATING	
Bank Code	**Description of Bank Code**
A	Undoubted for the amount of enquiry
B	Good for the amount of enquiry
C	Good for the amount quoted if strictly in the way of business
D	Fair trade risk for amount of enquiry
E	Figures considered too high
F	Financial position unknown
G	Occasional dishonours
H	Frequent dishonours

The value on which our Bank Rating of the Tenderer is based is R.....

(In words ..... only)

The Bank Rating is code: …….....

.... ……

Signature: Manager Financial Institution Print Name Date

RUBBER STAMP OF INSTITUTION

I. CERTIFICATE FOR MUNICIPAL SERVICES AND PAYMENTS

TO: MUNICIPAL MANAGER, KGETLENGRIVIER MUNICIPALITY

FROM: _____(Name of Tenderer)

FURTHER DETAILS OF TENDERER(S); DIRECTORS/SHAREHOLDERS/PARTNERS, ETC.

Directors/share holders/Partner	Physical address of the Business	Municipal Account No.	Physical residential address of the Director/ Shareholder/ Partner	Municipal Account No.

NB: Please attach certified copy of ID document(s)

_____ _____

Signatory **Date**

Witnesses

1. _____ _____ _____

Full Names **Signature** **Date**

2. _____ _____ _____

Full Names **Signature** **Date**

J. AUTHORISATION FOR DEDUCTION OF OUTSTANDING AMOUNTS OWED TO COUNCIL

TO: MUNICIPAL MANAGER, KGETLENGRIVIER MUNICIPALITY

FROM: _____(Name of the Tenderer or Consortium)

I, _____the undersigned, hereby authorise the KGETLENGRIVIER MUNICIPALITY to deduct the full amount outstanding by the business organisation/Director/Shareholder/Partner, etc. from any payment due by us/me.

Signed at _____ Date_____Month _____20_____

Print Name: _____

Signature: _____

Thus, done and signed for and on behalf of the Tenderer/Contractor

_____ _____

Signatory **Date**

Witnesses

1. _____ _____ _____

Full Names **Signature** **Date**

2. _____ _____ _____

Full Names **Signature** **Date**

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____ CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

_____	_____
Signature	**Date**
_____	_____
Position	**Name of Tenderer**

K. DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state[1].

2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

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

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

3.2 Identity Number: .....

3.3 Position occupied in the Company (director, trustee, hareholder[2]):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

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

3.8.1 If yes, furnish particulars.

---

[1]MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
(i) any municipal council;
(ii) any provincial legislature; or
(iii) the national Assembly or the national Council of provinces;

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

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

3.9 Have you been in the service of the state for the past twelve months?.....YES / NO

3.9.1 If yes, furnish particulars.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? .....YES / NO

3.10.1 If yes, furnish particulars. .....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? ..... YES / NO

3.11.1 If yes, furnish particulars .....

.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? .....YES / NO

3.12.1 If yes, furnish particulars.....

3.13 Are any spouse, child or parent of the company's directors trustees, managers, principle shareholders or stakeholders in service of the state?..... YES / NO

3.13.1 If yes, furnish particulars.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract.....YES / NO

3.14.1 If yes, furnish particulars: .....

---

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

....

Signature Date

....

Capacity Name of Bidder

This document must be signed and submitted together with your Tender

L. THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US$ 10 million or other currency equivalent to US$ 10 million will have a NIP obligation. This threshold of US$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US$10 million, Or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US$3 million awarded to one seller over a 2 year period which in total exceeds US$10 million. or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US$10 million. or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers

A period of seven years has been identified as the time frame within which to discharge the obligation

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful Tenderers (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable

contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 TENDER SUBMISSIONS AND CONTRACT REPORTING REQUIREMENTS OF TENDERERS AND SUCCESSFUL TENDERERS (CONTRACTORS)

3.1 Tenderers are required to sign and submit this Standard Tendering Document (SBD 5) together with the Tender on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful Tenderers (contractors) are required, immediately after being officially notified about any successful Tender with a value in excess of R10 million (ten million Rands), to contact and furnish the **DTI with the following information**:

- Tender / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESSES TO SATISFY THE NIP OBLIGATION

4.1 Once the successful Tenderer (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

(a) the contractor and the DTI will determine the NIP obligation;

(b) the contractor and the DTI will sign the NIP obligation agreement;

(c) the contractor will submit a performance guarantee to the DTI;

(d) the contractor will submit a business concept for consideration and approval by the DTI;

(e) upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;

(f) the contractor will implement the business plans; and

(g) the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful Tenderer (contractor) and, therefore, does not involve the purchasing institution

Tender number ……. Closing date:……

Name of Tenderer……

Postal address ……

……

Signature……… Name (in print) …….

Date…….

M. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIALPROCUREMENT REGULATIONS 2011

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

(c) Price; and

(d) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

c) "bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

d) "Broad-Based Black Economic Empowerment Act" means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

f) "functionality" means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

g) "prices" includes all applicable taxes less all unconditional discounts;

h) "proof of B-BBEE status level of contributor" means:

4) B-BBEE Status level certificate issued by an authorized body or person;

5) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

6) Any other requirement prescribed in terms of the B-BBEE Act;

i) "QSE" means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

j) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

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

Where

Ps	=	Points scored for price of bid under consideration
Pt	=	Price of bid under consideration
Pmin	=	Price of lowest acceptable bid

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

4.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference in terms of Regulation 6 (2) and 7 (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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = ...(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm .....

8.2 VAT registration number .....

8.3 Company registration number .....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…… . . ..

… … … … … … .....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated.....

Registered Account Number .....

Stand Number .....

8.8 TOTAL NUMBER OF YEARS THE COMPANY/FIRM HAS BEEN IN BUSINESS? .....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, 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 contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining

business from any organ of state for a period not exceeding 10 years, after the Audi alteram partem (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES 3. ..... 4.	..... SIGNATURE(S) OF BIDDERS(S) DATE: .....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number…….…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of
- Contribution in terms of the Preferential Procurement Regulations 2011;

- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and
(iii) Other (specify)

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

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

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

CAPACITY .....

SIGNATURE.....

NAME OF FIRM.....

DATE.....

NAME (PRINT).....

DATE .....

WITNESSES
1 ..... .
2. .....
DATE: .....

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as... .....accept your bid under reference number .....dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1. .....

2. .....

DATE .....

MBD 7.2

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)…….....in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number…….…….. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Filled in task directive/proposal;
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of Bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

(ii) General Conditions of Contract; and
(iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

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

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

CAPACITY ……..…….

SIGNATURE……..…….

WITNESSES	
1	……..……..
3.	…….

NAME OF FIRM..... DATE..... NAME (PRINT)..... DATE	DATE: .....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference number .....dated..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

***ITEM* NO.**	**PRICE (ALL APPLICABLE TAXES INCLUDED)**	**BRAND**	**DELIVERY PERIOD**	**B-BBEE STATUS LEVEL OF CONTRIBUTION**	**MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)**

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

3. .....

4. .....

DATE .....

N. DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐

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

CERTIFICATION

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS

DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……...	**……..**
Signature	**Date**
…….	**……..**
Position	**Name of Bidder**

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF TENDER No. .....

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the Tenderer.

I, the undersigned,.....(full names),

do hereby declare, in my capacity as .....

of .....(name of Tenderer entity), the following:

(a) The facts contained herein are within my own personal knowledge.
(b) I have satisfied myself that the goods/services/works to be delivered in terms of the above-specified Tender comply with the minimum local content requirements as specified in the Tender, and as measured in terms of SATS 1286.
(c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

Tender price, excluding VAT (y)	R
Imported content (x)	R
Stipulated minimum threshold for Local content (paragraph 3 above)	
Local content % as calculated in terms of SATS 1286	

If the Tender is for more than one product, a schedule of the local content by product shall be attached.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286.

(e) I understand that the awarding of the Tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

O. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

1 This Municipal Tendering Document (MBD) must form part of all Tenders[1] 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 *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

a. take all reasonable steps to prevent such abuse;

b. reject the 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 MBD serves 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 (MBD 9) 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 Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.

P. CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

_____

(Tender Number and Description)

in response to the invitation for the Tender made by:

_____

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____that:

(Name of Tenderer)

1. I have read and I 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 respect;

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;
   (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 from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] 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 or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a 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.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this 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 of the awarding of the contract.

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to 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 from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

----------	----------
Signature	**Date**
----------	----------
Position	**Name of Tenderer**

Q. COMPLIANCE WITH OHSA (ACT 85 OF 1993)

Tenderers are required to satisfy the Employer and the Engineer as to their ability and available resources to comply with the above by answering the following questions and providing the relevant information required below.

1. Is the Contractor familiar with the OHSA (ACT 85 of 1993) and its Regulations?		**YES**	**/**	**NO**
2. Who will prepare the Contractor's Health and Safety Plan? (Provide a copy of the person/s curriculum vitae/s or company profile).		**YES**	**/**	**NO**
3. Does the Contractor have a health and safety policy? (If yes, provide a copy). How is this policy communicated to all employees?		**YES**	**/**	**NO**
4. Does the Contractor keep records of safety aspects of each construction site? If yes, what records are kept?		**YES**	**/**	**NO**
5. Does the Contractor conduct monthly safety meetings? If yes, who is the chairperson of the meeting, and who attend these meetings?		**YES**	**/**	**NO**
6. Does the Contractor have a safety officer in his employment, responsible for the overall safety of his company? If yes, please explain his duties and provide a copy of his CV.		**YES**	**/**	**NO**
7. Does the Contractor have trained first aid employees? If yes, indicate, who.		**YES**	**/**	**NO**
8. Does the Contractor have a safety induction-training programme in place? (If yes, provide a copy)		**YES**	**/**	**NO**

Signature of Tenderer: .....**Date**: .....

R. ORIGINAL BANK RATING LETTER

Attached the Bank Rating to this Page

S. DAY WORK SCHEDULE

This Day work Schedule shall be used for the valuation of any additional or substituted work which cannot conveniently be valued at the rates and prices submitted in the schedule of quantities.

In respect of labour and materials used in the additional or substituted work not covered in the Day work Schedule the Contractor shall be paid the actual cost plus the percentage allowance stated in the schedule of quantities.

The Tenderer shall quote hereunder rates which shall apply for payment purposes if the Engineer orders additional or substituted work to be carried out on a day work basis and shall therefore be in accordance with the requirements of clause 37(2) of the General Conditions of Contract.

PART C1: AGREEMENTS AND CONTRACT DATA

C1.1: FORM OF OFFER AND ACCEPTANCE

C1.2: CONTRACT DATA

C1.3: DEMAND GUARANTEE AND RETENTION MONEY GUARANTEE

C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

C1.5: AGREEMENT WITH ADJUDICATOR

PROJECT DESCRIPTION: WATER CONSERVATION AND DEMAND MANAGEMENT PROJECT

C1.1 Form of Offer and Acceptance

Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of construction works viz.:

Project Description: _____

Contract No. _____

The Tenderer, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorized, 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 the prices inclusive of value-added-tax is

---

... .(Amount in words);

R..... (Amount in figures)

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 terms of the Conditions of Contract identified in the Contract Data.

Signature(s) .....

Print Name(s) .....

Capacity .....

For the Tenderer.....

.....

(Name and address of organization)

Signature of witness.....Date: .....

Print Name .....

<u>Important Note:</u> This page to be duly completed by the Tenderer before submitting the Tender.

ACCEPTANCE

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

The terms of the contract are contained in

Part 1: Agreements and Contract Data (which include this Agreement)

Part 2: Pricing Data

Part 3: Scope of Work

Part 4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into parts 1 to 4 above.

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

The Tenderer shall, within 7 days of 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 guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed copy of this original document, including the Schedule of Deviations (if any). Such date should be confirmed in a manner that can be read, copied and recorded and shall be accepted by the contracting parties as the Commencement Date. This agreement shall constitute a binding contract between the parties.

Signature(s) .....

Print Name(s) .....

Capacity .....

For the Employer .....
(Name of Organization)

(Address of Organization)

Signature of witness..... Date: .....

Print Name .....

SCHEDULE OF DEVIATIONS

The extent of deviations from the Tender documents issued by the Employer before the Tender closing date is limited to those permitted in terms of the Conditions of Tender.

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, be the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

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.

Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated into the final Contract Document.

3.1 Subject.....

Details.....

3.2 Subject.....

Details.....

3.3 Subject.....

Details.....

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Contractor agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Contractor and the Employer in concluding this process of offer and acceptance; in witness thereof the parties hereto have caused this agreement to be executed.

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

Signed by: .....Signed by: .....

Print Name: .....Print Name: .....

Address: ..... Address: .....

....

For and on behalf of the **Employer** in the Presence of

Witness: .....

Print Name: .....

Date: .....

For and on behalf of the **Contractor** in the presence of

Witness: .....

Print Name: .....

Date.....

CONTENTS

C.1.2.1.2 **Contract-specific Data**

C.1.2.1.2.1 **Compulsory Data**

C.1.2.1.2.2 **Variations to the General Conditions of Contract**

C.1.2.1.2.3 **Additional clauses to the General Conditions of Contract**

KGETLENGRIVIER MUNICIPALITY
(Not to be completed at tender stage)

C1.3 Performance Guarantee

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No: ----------

Description of Contract: ----------

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means: ----------

---------- (Please put name of firm)

Physical address: ----------

Postal address: ----------

Tel:----------

Fax: ----------

"Employer" means: **KGETLENGRIVIER MUNICIPALITY**.

"Contractor" means: ----------

---------- (Please put name of firm)

"Guarantee sum" means: 10% of the contract amount

"**Employer's Agent"** means: ----------

"**Works"** means: Permanent works together with temporary works

"**Site"** means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

"**Contract Sum**" means: The accepted amount inclusive for tax of R----------

Amount in words: ----------

---------- "**Expiry Date**" This Guarantee shall expire upon the issue of the **Completion Certificate** issued by KGETLENGRIVIER MUNICIPALITY signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Work as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. Expiry Date" This Guarantee shall expire upon the issue of the final completion certificate issued by KGETLENGRIVIER MUNICIPALITY signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer
   The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on the Certificate of the works has been issued.

3. The Guarantor hereby acknowledges that:

3.1. Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;

3.2 . Its obligation under this Performance Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1. A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;

4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:

5.1. The contractor has been termination due to the Contractor's default and this performance Guarantee is called up in terms of 5; or

5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and

5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
8. Payment by Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Performance Guarantee on account alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Sign at ----------

Date ----------

Guarantor's signatory (1) ----------

Capacity ----------

Guarantor's signatory (2) ----------

Capacity ----------

Witness signatory (1) ----------

Witness signatory (2) ----------

RETENTION MONEY GUARANTEE

(Not to be completed at tender stage)

In accordance with clause 6.2.1 of General Conditions of Contract, 3rd Edition 2015

Contract No: ----------

Description of Contract: ----------

GUARANTOR DETAILS AND DEFINATIONS

"Guarantor" means: ----------

---------- (Please put name of firm)

Please address: ----------

Postal address: ----------

Tel:----------

Fax: ----------

"Employer" means: **KGETLENGRIVIER MUNICIPALITY**.

"Contractor" means: ----------

---------- (Please put name of firm)

"Guarantee sum" means: 10% of the contract amount

"**Employer's Agent"** means: ----------

"**Works"** means: Permanent works together with temporary works

"**Site"** means: The land and other places, made available by the Employer for the purpose of the contract, on under over in or through which the works are to be executed or carried out.

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

"**Contract Sum**" means: The accepted amount inclusive for tax of R----------

Amount in words: ----------

----------"**Expiry Date**" This Guarantee shall expire upon the issue of the **Final Completion Certificate** issued by KGETLENGRIVIER MUNICIPALITY signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer.

CONTRACT DETAILS

Employer's Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate Completion of the Work as defined in the Contract.

RETENTION GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. Expiry Date" This Guarantee shall expire upon the issue of the final completion certificate issued by KGETLENGRIVIER MUNICIPALITY signed by the Director of ENGINEERING Services, as such date is advised to the Guarantor in writing confirmed by the Employer
   The Employer's Agent and/or the Employer shall advise the Guarantor in writing of the date on the Certificate of the works has been issued.

3. The Guarantor hereby acknowledges that:

3.1. Any reference in this performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a surety ship;

3.3 . Its obligation under this Retention Guarantee is restricted to the payment of money.

4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:

4.1. A copy of a first written demand issues by the Employer to the Contractor stating that payment of a sum certified by the Employer's Agent and/ or Employer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;

4.2. A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address and / or postal address with a copy to the Contractor stating that period of seven (7) days has elapsed since the first written demand terms of 4.1 and the sum certificate has still not been paid;

4.3. A copy of the aforesaid payment certificate which entails the Employer to receive payment in terms of the Contract sum in 4.

5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address and/ or postal address calling up this Performance Guarantee, such demand stating that:

5.1. The contractor has been terminated due to the Contractor's default and this Retention Guarantee is called up in terms of 5; or

5.2. A provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Retention Guarantee is called up in terms of 5; and

5.3. The aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional /final sequestration and/or the provisional liquidation court order.

6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.

7. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the guarantor.
8. Payment by Guarantor in terms of 5 will only be made against the return of the original Retention Guarantee by the Employer.
9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from his Retention Guarantee on account alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address and postal address as stated above for the service of all notices for all purposes in connection herewith.
11. This Retention Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after on claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Retention Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Retention Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Court Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Sign at ----------

Date ----------

Guarantor's signatory (1) ----------

Capacity ----------

Guarantor's signatory (2) ----------

Capacity ----------

Witness signatory (1) ----------

Witness signatory (2) ----------

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

This agreement is mandatory for all contractors appointed by the KGETLENGRIVIER MUNICIPALITY or any other institution that do work for or on behalf of Municipality.
This agreement is between:

THE CONTRACTOR:

Herein represented by.....

In his capacity, as..... Being duly authorized hereto hereinafter

referred to as "contractor".

Compensation Commissioner Number:
(Attach a copy of the Registration

Certificate to this agreement)

Company : Name:.....

Registration Number: .....

CEO : Name:.....

ID Number: .....

Physical Address: .....

.....

And the KGETLENGRIVIER MUNICIPALITY
(Hereinafter referred to as "the Council")

1. DEFINITIONS

1.1	**CONTRACTOR**	Means the "Contractor" as defined in the "Principal Contract". Annexed hereto in his capacity as mandatory.
1.2	**MANDATORY**	Includes an agent, contractor or subcontractor for work to be done or service rendered, but without derogating from his status in his own right as an employer of people or user of equipment, machinery, tools or materials.
1.3	**THE PRINCIPAL CONTRACT**	Means the contract annexed hereto as annexure "A".
1.4	**COUNCIL**	Means the KGETLENGRIVIER MUNICIPALITY
1.5	**RISK CONTROL OFFICER**	A person appointed in writing by Council.

1.6 Any definitions contained in any Statute hereinafter mentioned shall have the meaning allocated to it by the specific statute.

2. OBJECTIVE

2.1 Whereas Council and the Contractor have entered into a contract for service (work) as fully indicated in the "Principle Contract" and whereas the "Contractor" agreed to indemnify Council against the risks stated hereunder whether foreseeable or not, and, whereas it is agreed between the parties that it is of cardinal importance to safeguard both Council and the Contractor's obligation in terms of relevant legislation as well as to extend the obligation as a company and/or legal person and/or person as an entity concerned with health, safety and the environment.

2.2 These rules are applicable to all contractors performing work for Council within the jurisdictional area of the Council and on any premises, which are owned, rented or developed by the Council.

2.3 The Council acts though those officials or persons who are generally or specifically charge with the responsibility, in terms of legislation, as well as any other official or person who is generally or specifically charged with the control and supervision of the project.

IT IS HEREBY AGREED AS FOLLOWS:

3. INDEMNITIES

3.1 The "Contractor" hereby indemnifies the "Council" against any loss in respect of all claims, proceeding, damages, costs and expenses arising out of any claim or proceeding pertaining to the non-compliance by the "Contractor" of any statutory requirements and/or requirements regarding the following Acts in particular pertaining to the provisions of:

3.1.1 The Occupational Health and Safety Act 85 of 1993 (as amended), including the Construction Regulations, 2003 as promulgated on 18 July 2003, in terms of Section

43 of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993), in Government Gazette No. 25207 and Regulation Gazette No. 7721. See Annexure B.

3.1.2 The Health Act 63 of 1977.
3.1.3 Road Traffic Act 29 of 1989 (as amended).
3.1.4 Environment Conservation Act 73 of 1989.
3.1.5 The National Water Act 36 of 1998.
3.1.6 The Criminal Procedure Act 51 of 1977.
3.1.7 The Explosives Act 26 of 1956.
3.1.8 The Arms and Ammunition Act 75 of 1969.
3.1.9 Compensation for Occupational Injuries and Diseases Act 130 of 1993.
3.1.10 The Labour Relations Act 66 of 1995.
3.1.11 The Unemployment Insurance Act 30 of 1966 (as amended).
3.1.12 The Basic Conditions of Employment Act 75 of 1997 (as amended).
3.1.13 Standards Act 29 of 1993.
3.1.14 any statutory provisions in any act and/or any law or bylaw of any local government and/or any published official standard incorporated into any statute or bylaw relating to the completion of the work set out in the "Principal Contract".
3.1.15 Any other health and safety standard prescribed by the "Council".

3.2 The "Contractor" shall ensure that he familiarizes himself with the requirements of the above legislation and that he, his employees and any subcontractor will comply with all the statutory provisions contained in them.

3.3 The "Contractor" shall indemnify the "Council" in respect of any physical loss or damage to any plant, equipment or other property belonging to the "Contractor" or for which he is responsible and he hereby indemnifies the "Council" against any loss in respect of all claims, proceedings, damages, costs and expenses consequent upon the loss of or damage to any plant, equipment or other property belonging to, or which is the responsibility of, any subcontractor, agent or employee of the subcontractor.

3.4 The "Contractor" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings whatsoever, whether arising in common law or by statute, consequent on personal injuries to or the loss of health or death of any person whosoever arising out of or in the course of or caused by the execution of the "Principal Contract".

3.5 The "Contractor" shall and hereby indemnifies the "Council" against any liability, loss, claim or proceedings consequent on loss of or damage to any movable or immovable property arising out of or in the course of or caused by the execution of the "Principal Contract" and due to any act or omission of the "Contractor", his agents, servants or subcontractors.

4. PERFORMANCE SAFE WORKING PRACTICE

4.1 The "Council" requires a high standard of safe work performance from all employees and expects that the standard be maintained by the "Contractor" within the "Council's" jurisdictional area or on its premises.

4.2 Irrespective of human considerations, the maintaining of these health and safety rules shall be the execution of the prescribed legal requirements. These rules are not to hinder the "Contractor" in rendering services or indemnify the "Contractor" from any legal responsibility to ensure healthy and safe work circumstances.

4.1 The “Council” shall assist the “Contractor” in any practical considerations to accommodate the healthy and safe execution of work and therefore require co-operation in the execution of these safety rules.

5. LOCK OUT PROCEDURE

5.1 When power or air driven machines or equipment, electrical apparatus or pipe lines are examined, repaired, adjusted, cleaned, lubricated or serviced in any other way than normal servicing, then all isolating switches, -levers, valves or appliances must be put in the “off” or “closed” position and locked.

5.2 Should more than one team work on a machine, then each person in control of a team, must put a separate lock on the switch, lever, valve or appliance.

6. CRANES, VEHICLES AND HOISTING

6.1 For each crane or hoisting equipment used, the “Contractor” must submit a valid and recent test certificate or other form of the last examination of the machine or equipment, to the “Council”.

6.2.1 Only trained personnel with written permission and where determined by Law, with a valid driver’s license, may be allowed to operate any electrical diesel or petrol driver overhead crane, hydraulic or electrical hoisting equipment, self-driven forklift, tractor or any other crane or vehicle. No employee of the “Contractor” may perform any overhead work or work on an overhead crane or hoisting equipment or work near cranes or crane rail, before:

i) An agreement was concluded with the “Council”.
ii) Approval has been obtained from the “Council” to perform the work.
iii) All applicable danger – and warning symbolic signs are put into position, or exemption, if applied for, is in operation.

6.3 The “Contractor” shall be wholly responsible for any loss or damage to cranes, hoisting equipment, plant, machines or equipment brought onto the work site by the “Contractor”

7. MACHINE VALANCES, PROTECTION AND FENDING

7.1 No machine valances, protection or fending may be removed from machines, manholes, etc. without the written permission of “Council” if applicable exemption procedures were not appropriated.

8. SCAFFOLD, LADDERS, TOOLS AND EQUIPMENT

8.1 No equipment or appliance belonging to “Council” may be used without written permission from “Council”.

8.2 Unless prior arranged, “Contractors” must bring sufficient tools and equipment to the site to finish the contract, including offices and storerooms. The mentioned equipment remains the responsibility of the “Contractor” with respect to loss, damage and theft.

8.3 In exceptional cases, where tools and equipment belonging to “Council” are used to finish the contract, the said equipment and tools are used on own risk and the “Contractor” indemnifies “Council” from any claims that may arise. The said indemnity must be in writing, as well as information regarding the loan period, identification and condition of tools and equipment. The

"Contractor" is responsible for the returning of said tools and equipment in the same condition or better. The "Contractor" is responsible to "Council" for any damage or excessive wear of such tools or equipment and material.

9. EXCAVATIONS

9.1 Before any excavations commence, written permission must be obtained from "Council" to confirm the location of existing electrical cables, water pipes, etc.

9.2 All excavations and obstructions in floor, tar and dirt surfaces must be fenced effectively and safeguarded between sundown and sunup with a sufficient amount of red/yellow warning lights and symbolic signs.

9.3 The surrounding area must be kept clean, safe and tidy during excavation. Excess material may not obstruct unnecessarily.

9.4 If any property is in danger during excavation, it must be supported and the proposed support work must be submitted to the Department of Labour (OHS) and "Council" for approval.

9.5 Written permission must be obtained from "Council" to grant admittance to restricted areas as well as areas where dangerous or poisonous gases are present.

10. FIRST AID

10.1 The "Contractor" must provide and maintain a first aid box equipped according to legal requirement where more than (5) five persons are employed. The first aid box must be in the care of a person with a competency certificate from one of the following organizations:

(i) SA Red Cross Association;
(ii) St Johns Ambulance;
(iii) SA First Aid League; or
(iv) A person or organization approved by the Chief inspector for this purpose.

10.2 A visible notice must be put up on any work premises with the name of the person responsible for first aid. In an emergency "Council's" Ambulance / Fire Department or emergency services may be contacted at (015) 290 2000.

11. FLAMMABLE LIQUIDS

11.1 The "Contractor" shall be held responsible for the necessary precautionary fire prevention measures. No smoking signs must be put up where applicable. The "Contractor's" employees must be informed of "Council's" fire prevention measures and evacuation procedures.

12. COMPENSATION BY CONTRACTOR

12.1 The "Contractor" shall be held responsible for all loss of and damage to property, the death or injury of persons, the resultant loss or damage suffered as well as all law suits, claims, costs, charges, fines and expenses due to negligence, violation of statutory liability or neglect of the "Contractor" or the "Contractor's" employees.

13. TRANSGRESSION OF RULES AND MISBEHAVIOUR

13.1 The "Contractor" is warned that any act(s) leading to damage or loss of employees of the "Contractor" or the "Council" shall not be tolerated. The "Council" may (without any reason)

demand that any employee of the “Contractor” be withdrawn from the principal “Contract” or site.

14. INCIDENT REPORTING

14.1 All incidents referred to in Section 24 of the Occupational Health and Safety Act and or other incidents shall be reported, by the “Contractor”, to the Department of Labour, as well as to the “Council” and should such an incident take place outside normal working hours, on a Saturday, Sunday or Public holiday provided with a written report relating to any incident.

14.2 The “Council” will obtain an interest in the issue of any formal inquiry conducted in terms of the Occupational Health and Safety Act in any incident involving the “Contractor” and/or his employees and/or his subcontractors.

14.3 The “Contractor” undertakes to report to “Council” anything deemed to be unhealthy and/or unsafe and that he undertakes to verse his employees and/or subcontractors in this regard.

15. LIAISON AND SUPERVISION

15.1 The “Contractor” hereby undertakes to liaise on a regular basis with the designated Risk Control Officer and “Council” representative regarding any hazards or incidents that may be identified or encountered during the performance of the “Principal Contract”.

16. SERVICE INTERRUPTION

16.1 Should any work done by the “Contractor” cause a possible interruption, written permission must be obtained from “Council”, before such work commences. The “Contractor” may not switch on or off any compressed air, steam, oxygen, vacuum supply or electrical supply without written permission from the “Council”.

17. CONFIDENTIALITY

17.1 The “Contractor” and his employees shall regard all data, documentation and information of the contract and related documentation as confidential.

17.2 Lost documentation/plans or related documentation shall immediately be reported in writing to the “Council”.

17.3 The “Contractor” shall not put up any advertisements or billboard at the site without permission.

17.4 The “Contractor” shall not take photographs of the contract site or part thereof or any work process or part thereof, without written permission from the “Council”, or have photographs taken, published or let it be published.

18. CONTRACT SITE AND PRESERVATION

18.1 Employees of the “Contractor” shall not be allowed entrance to the site unless a valid identity document, issued by “Council”, is displayed. The mentioned documents shall only be valid for a limited period, where after it must be renewed.

19. COMPLETION OF WORK

19.1 The “Contractor” or his employees shall not leave the contract site before the “Council” is satisfied that the contract is completed according to the requirements and standards set out in the contract and that the working site is left in a satisfactory and safe condition.

20. LIQUOR, DRUGS, DANGEROUS WEAPONS AND FIREARMS

20.1 The “Contractor” shall ensure that no liquor, drugs, dangerous weapons or firearms be brought onto the premises.

21. SEARCHES

21.1 The “Contractor” and any person engaged in the contract work may at any time be searched by “Council” appointed security personnel and all packages, suitcases, etc. must be presented to the access control point for examination prior to them being brought onto the property or leaving the property.

22. GENERAL CONDITIONS

22.1 Notwithstanding anything to the contrary in this agreement, it is hereby specifically determined that the “Contractor-“

22.1.1 shall have acquainted himself and be conversant with the contents of all statutory provisions applicable to the health and safety of workers and other persons on the site including the execution of the work, and in particular the conditions contained in the Occupational Health and Safety Act, 1993 (Act 85/1993), and the regulations promulgated in terms thereof, and shall comply therewith meticulously and in all aspects and/or take care that it is complied with;

22.1.2 shall be obliged to immediately execute all instructions given to him by an authorized representative of “Council” in order to ensure and uphold the implementation and enforcement of the provisions referred to in sub-paragraph 1, to the satisfaction of the said representative;

22.1.3 shall indemnify the “Council” against any or all liability which may be incurred by the “Council” as a result of the omission of the “Contractor”, his employees, sub-contractors and/or representatives to comply with the provisions referred to in sub-paragraph 1, or to ensure that it shall be complied with;

22.1.4 shall undertake to pay upon demand any and/or all legal costs and other expenses which “Council” may have incurred as a consequence of any criminal charges or other proceedings pending against, or involving the “Council” as a result of the contravention or non-compliance by the “Contractor”, his employees, sub-contractors and/or representative of any of the statutory provisions referred to in sub-paragraph 1.

22.1.5 Should the “Contractor” neglect to immediately execute any health and safety written orders issued to him, or to his employee in charge of the works, in terms of the stipulations of sub-paragraph 2, the “Council” shall be entitled to suspend the execution of the works and take the necessary steps to execute or have such order executed. Under these circumstances the contractor shall be obliged to pay “Council”, upon demand, all costs and expenses incurred by “Council”, in order to execute or have the said orders executed.

22.1.6 Should the abovementioned steps not establish a healthy and safe work environment the “Council” will be entitled to terminate the contract without incurring any further costs or claims from the contractor?

23. "CONTRACTOR" IDENTIFICATION BOARD

23.1 The "Contractor" shall provide on any work premises a temporary identification board containing at all worksites the following information:

- Company name on behalf of which division/department the work is being done.
- The contact number and name of the person representing the "Contractor".
- The contact number and name of the person representing "Council"

24. ACKNOWLEDGEMENT

24.1 The "Contractor" hereby acknowledges that he has read and received a copy of the "Principal Contract" and agrees to be bound by and undertakes to observe all the terms and conditions of the "Principal Contract". This appointment is made in terms of Section 37(2) of the Occupational Health and Safety Act, 85 of 1993.

25. EXCEPTIONS AND OMISSIONS

_____

_____

_____

_____

_____

_____

_____

26. REMARKS

_____

_____

_____

_____

_____

_____

_____

THE CONTRACTOR

SIGNED AT ..... ON THIS ..... DAY OF .....

WITNESSES:

..... 1. .....
THE CONTRACTOR

2. .....

THE COUNCIL

SIGNED AT ..... ON THIS ..... DAY OF.....

WITNESSES..... 1. .....
THE COUNCIL

2. ....

b) INDEMNITY CERTIFICATE

Contractor.....

Employer: KGETLENGRIVIER MUNICIPALITY

Contract.....

I/we .....

Hereafter the "Contractor"

"Contractor" hereby indemnifies the KGETLENGRIVIER MUNICIPALITY (Council) against any claim of whatever sort which may arise directly or indirectly from the execution by me/us of the above-mentioned contract and which may be instituted against "Council", as well as of any loss or damage which the "Council" suffers or expenditure the "Council" incurs to prevent responsibility for such claim, loss or damage, whatever the cause of such claim may be or whatever loss or damage the "Council" suffers.

THUS done and signed at ..... on this .....Day

of…….. 20…..

WITNESSES:

1. ....
CONTRACTOR

2. ....
COUNCIL

c) ACKNOWLEDGEMENT CERTIFICATE

I, in my capacity as.....

Duly authorized hereto .....representing

... .Contractors, acknowledge receipt of a copy of the KGETLENGRIVIER MUNICIPALITY's safety manual for contractors and the under mentioned person as my supervisor regarding all works and services which must be executed by the Contractor. The appointment is done in terms of the Occupational Health and Safety Act, 1993 (Act 85/1993).

SIGNED AT ..... ON..... 200...

I, ... accept the abovementioned appointment, and declare that I am familiar with the contents of the KGETLENGRIVIER MUNICIPALITY's Safety Manual for contractors.

CASUALTIES REGISTRATION NUMBER

_____

_____

_____

SIGNED AT ..... ON .....200....

SIGNATURE:

WITNESSES: 1. .....

2. .....

A copy of this certificate shall be submitted to the "Council" before any work commences.

C1.5: Agreement with Adjudicator

This agreement is made on the.....day of ..... 20..... between: The Employer

(name of company / organisation) .....
of

(*address)*.....

….....and the Contractor

(name of company /organisation) .....

of (*address)*.....

….....(hereinafter called **the Parties**)

and

(name)..... of *(address)*

.....
(hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen* between the Parties under a Contract dated.....

and known as Contract No.....

(Contract title) .....

and these disputes or differences shall be/have been* 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.
(Delete as necessary)*

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.

SIGNED by:

(*Signature*): ..... (*Signature*): .....(*Signature*): .....

Name:	**Name**:	**Name**: .....
who warrants that he/ she is duly authorised to sign for and on behalf of the **First Party** in the presence of	who warrants that he/ she is the duly authorised to sign for and on behalf of the S**econd Party** in the presence of	**Adjudicator** in the presence of
Witness:	**Witness:**	**Witness:**

(*Signature*).....(*Signature*).....(*Signature*).....

Name:	**Name**:	**Name**: .....
Address:	Address:	Address: .....
.....	.....	.....
Date:	Date:	Date: .....

KGETLENGRIVIER MUNICIPALITY

PROJECT DESCRIPTION: WATER CONSERVATION AND DEMAND MANAGEMENT PROJECT

C2.1 Pricing Instructions

1. GENERAL

The pricing instructions describe the criteria and assumptions which will be assumed in the Contract that the Bidder has taken into account when developing his prices. The Bills of Quantities record the Contractor's rates for providing supplies, services, engineering and construction works in accordance with the Scope of Work.

The terms of payment and the provisions for price adjustment, if applicable, are established in the Contract Data. These items are not described in the Pricing Data.

The Bidder's obligations in pricing the Bidder offer and the Employer's undertakings in the checking and correction of arithmetical errors are dealt with in the Standard Conditions of Bidder contained in Annexure F of SANS 294, as amended in and read in conjunction with the Bidder Data.

2. DOCUMENTS MUTUALLY EXPLANATORY

The documents forming the Contract are to be taken as mutually explanatory of one another. The Bill of Quantities forms an integral part of the Contract Documents and shall be read in conjunction with the Bidder Data, Contract Data, Scope of Work, Site Information General and Special Conditions of Contract, the Specifications and the Drawings.

3. DEFINITIONS

For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Scope of Work and Site Information.
Quantity	:	The number of units of work for each item.
Rate	:	The payment per unit of measurement at which the Contractor Contracts to do the work.
Amount	:	The product of the quantity and the rate Bidded for an item.
Sum	:	An amount contracted for an item, the extent of which is described in the Bill of Quantities, the specifications or elsewhere but the quantity of work of which is not measured in any units.

4. DESCRIPTIONS

Descriptions in the Bill of Quantities are abbreviated and comply generally with those in the Standardised Specifications. Clause 8 of each Standardised 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 Standardised Specification, or the Scope of Work, conflict with the terms of the Bill, the requirements of the Standardised Specification or Scope of Work, as applicable, shall prevail.

5. REFERENCES

The clauses in a specification in which further information regarding the schedule item can be obtained appear under "Reference clause" in the Bill. The reference clauses indicated are not necessarily the only sources of information in respect of scheduled items. Further information and specifications may be found elsewhere in the contract documents. Standardised Specifications for this contract is COLTO 1998 Edition.

6. UNITS OF MEASUREMENT

The units of measurement indicated in the Bill of Quantities are metric units.
The following abbreviations are used in the Bill of Quantities:

%	=	per cent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
MN	=	meganewton
MN-m	=	meganewton-metre
MPa	=	megapascal
m^2	=	square metre
m^3	=	cubic metre
m^3-km	=	cubic metre-kilometre
m^2-pass	=	square metre-pass
no	=	number
PC sum	=	Prime Cost sum
Prov Sum	=	Provisional Sum
sum	=	lump sum
t	=	ton (1 000 kg)

7. NET MEASUREMENTS

Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for off-cuts and waste.

8. QUANTITIES

The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.

The Contract Amount to be determined in accordance with the conditions of contract identified in the Contract Data shall be computed from the actual quantities of authorized work done, value at rates determined in terms of the Contract Data, against the respective items in the Bill of Quantities.

9. CURRENCY

All rates and sums of money quoted in the Bill of Quantities shall be in Rand and whole cents. Fractions of a cent shall be discounted.

10. VALUE ADDED TAX

Value Added Tax shall be excluded from the rates and sums contracted for the various items of work included in the Bill of Quantities. VAT will be added as a single entry to the summary.

11. RATES AND PRICES

11.1 General

a) The Contractor must price each item in the Bill of Quantities in BLACK INK. Reproduced computer printouts of the Bills of Quantities will not be acceptable.

b) The rates and prices to be inserted in the Bill of Quantities shall cover all the services and incidentals 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 Bidder 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.

c) Where the Contractor is required to furnish detailed drawings and designs or other information in terms of the Contract Data, all costs thereof shall be deemed to have been provided for and included in the unit rates and sum amounts contracted for the items scheduled in the Bill of Quantities. Separate additional payments will not be made.

d) A price or rate is to be entered against each item in the Bill of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill. The Contractor will not be paid for items against which no rate or lump sum has been entered in the Bill of Quantities.

e) Should the Contractor group a number of items and contract one lump sum for such group of items, this single lump sum shall apply to that group of items and not to each individual item.

f) Should the Contractor indicate against any item that compensation for such item is included in another item, the rate for the item included in another item shall be deemed nil.

g) A submission may be regarded as non-responsive if any rates or lump sums in the Bill of Quantities are, in the opinion of the Employer, unreasonable or out of proportion.

11.2 "Rate only" items

The Contractor shall fill in a rate (in the rate column) against all items where the words "rate only" appear in the Amount column, which rate will constitute payment for work which may be done in terms of this item. Such "rate-only" items are used where it is estimated that little or no work will be required under the item or where the item is to be considered as an alternative to another item for which a quantity is given.

11.3 Arithmetic

Excepting where Sum Amounts are required or where Provisional Sums have been indicated, the Contractor shall enter an applicable rate in the Rate Column of the Bill of Quantities for each scheduled item. He shall also enter an appropriate sum in the Amount column for each scheduled item, by determining in the applicable line item the product of the Quantity and the Unit Rate.

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

If bills of quantities (or schedule of quantities or schedule of rates) 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.

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.

11.4 Labour Intensive work

Those parts of the contract to be constructed using labour-intensive methods have been marked in the bill of quantities with the letters LI in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a deviation from 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.

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

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.

12. VARIATION IN TEXT

No alteration, erasure or addition is to be made in the text of the Bill of Quantities. Should any alteration, erasure or addition be made, it will not be recognized; the original wording of the Bill of Quantities will be adhered to.

KGETLENGRIVIER MUNICIPALITY

PROJECT DESCRIPTION: WATER CONSERVATION AND DEMAND MANAGEMENT PROJECT

C2.2 BILL OF QUANTITIES

CONSERVATION AND DEMAND MANAGEMENT PROJECT BILL OF QUANTITIES					
No:	Description	Units	Quantity	Rate	Amount
A	**Master Station Software**				
A.1	Adroit software licensing renewals and software updates. Including: 1. SCADA 25 000 Scan Points 2. SCADA View Nodes 3. Alarm Management System Once off fee for above, for 36 months	Once off	1		
A.2	Amount for Loading, setting-up, and deploying newest SCADA Software and View nodes.	Each	1		
A.3	Loading, setting-up, and deploying main SCADA Intelligence & Interface including licensing. (once off)	Each	1		
A.4	ThinManager SCADA Solution - License & Engineering	Each	8		
A.5	ftServer Ztc-250i	Each	4		
A.6	Telemetry ftServer licensing and software updates	Once off	1		
A.7	SCADA development Engineering.	Hour	10240		
B	**Telemetry Communication**				
B.1	Radio / RTU, required at pump stations. The radios shall be equipped with both UHF Radios, as well as 4G GSM modem	Each	50		
C	**Maintenance of Telemetry sites**				
C.1	Complete maintenance, for the telemetry system for all sites.	Per Month	36		
D	**Maintenance of Telemetry Equipment**				
D.1	Telemetry SCADA Servers	Each	5		
D.2	Durapower 5000 VA UPS	Each	2		
D.3	Durapower External Battery Pack for 5000 VA UPS	Each	2		
D.4	Durapower 3000 VA UPS	Each	6		
D.5	Durapower Batteries 3000 VA UPS	Each	6		
D.11	View Node Computers distributed all over the Depot and Water Plants	Each	15		

No:	Description	Units	Quantity	Rate	Amount
E	**220 V AC Powered Complete Outstations**				
E.1	Complete RTU and I/O including Radio based outstation	Each	43		
E.2	Complete PLC System and Radio based Pumpstation Control	Each	7		
F	**Ultra Low Power/Data Loggers Complete Outstations**				
F.1	Supply of Ultra Low Power RTU / Data Loggers System comprising of: a) IP 68 Aluminum Enclosure b) Main processor and interface unit. c) Rechargeable 3.6 V battery d) External Backup Batteries e) Charging controller f) LTE GSM modem g) IP 68 Connectors	Each	52		
G	**Vandal Resistant Security Enclosures**				
G.1	Supply, transport, install and commissioning of vandal resistant security enclosure with size of 516 x 590 x 280 mm deep. Comprising:		50		
	· Solar Panel (polycrystalline) Vandal Resistant Enclosure mounted on-top of the telemetry enclosure		43		
	· 80 Watt solar panel		43		
	· 12 Volt Solar Regulator		43		
	· Standpipe to mount enclosure		43		
H	**Instrumentation**				
H.1	Supply & Install of Level Transducers with a ten meter cable	Each	64		
H.3	MERCURY FLOAT SWITCH 20M CABLE 1A 250V for continuous level control switching of liquids	Each	10		
H.4	Supply Pressure Sensor for Low-Power loggers with RS-485 communication & Modbus protocol	Each	52		
H.5	Supply external battery to be installed inside logger unit to enable the unit to report measurements to the SCADA every 15 minutes.	Each	52		
H.6	LEVEL MEASUREMENT - ULTRASONIC Controller and transducers 6m	Each	10		
I	**Telemetry RTU Series**				
I.1	RTU module. Fully equipped with all communication and IO's	Each	43		
I.2	Multi I/O Module (8 Din, 8 DOT & 8 AIN)	Each	43		
I.3	16-Ch Dig In Module	Each	43		
I.4	16-Ch Dig Out Module	Each	43		

J	**Power Supplies, Load Shedding etc**				
J.1	230 Volt 7 Amp	Each	29		
J.2	Power Supply 7 Amp Switch Mode (100 Watt)	Each	29		
J.3	12 to 24 Volt Converter Unit 5 A (SUC24)	Each	29		
J.4	Maintenance free 40 A Hr battery	Each	43		
K	**PLC and OT Supply**				
K.1	Supply and install PLC (16 AI, 32 DI, 16 DO, 4 AO, ethernet card, PSU, Modbus)	Each	7		
K.2	MOXA Industrial switches 8 port	Each	43		
L	**Radios**				
L.1	645M GPRS Router	Each	16		
L.2	415U-2 Data Radio	Each	43		
M	**Cabling**				
M.1	Instrument Cable – Including Trenching	/m	12500		
N	**LABOUR COSTS**				
N.1	Design	Each	104		
N.2	Telemetry Panel Wiring	Each	52		
N.3	Installation	Each	104		
N.4	Commissioning	Each	104		
N.5	Engineer	per month	36		
N.6	Project Manager	per month	36		
N.7	Software Engineer	per month	36		
N.8	Technician	per month	36		
N.9	Technical Assistant	per month	36		
				Sub - total : Construction Value	
				Add 10% of Construction value for Contigencies	
				Sub - total 1 : Construction and Contingency Value	
				Add 5% Contract Price Adjustment (CPA)	
				Sub - total 2 : Construction, Contingency & CPA Value	
				Add 15% Value Added Tax	
				Total tender amount carried to form of offer :	

KGETLENGRIVIER MUNICIPALITY

PROJECT DESCRIPTION: WATER CONSERVATION AND DEMAND MANAGEMENT PROJECT

PART C3: SCOPE OF WORK

C3.1: DESCRIPTION OF WORKS

C3.2: ENGINEERING

C3.3: PROCUREMENT

C3.4: SUBCONTRACTING

C3.5: CONSTRUCTION

C3.6: MANAGEMENT

C3.7: HEALTH AND SAFETY

C3.8: PROJECT SPECIFICATIONS

C3: SCOPE OF WORK

STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the Bill of Quantities and the Drawings, the Project Specifications, shall take precedence and prevail in the Contract.

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 EMPLOYER'S OBJECTIVES

The aim of the project is the" WATER CONSERVATION AND DEMAND MANAGEMENT PROJECT" in order for the KGETLENGRIVIER Local Municipality to fulfil its function of providing safe and adequate infrastructural services to the communities residing within the municipal jurisdiction. The objective will be to utilise the envisaged funds to an optimum in order to implement a project that will be to the benefit of the total community in the KGETLENGRIVIER Local Municipality.

C3.1.2 OVERVIEW OF THE WORKS

The KGETLENGRIVIER Local Municipality wishes to implement the project; **"WATER CONSERVATION AND DEMAND MANAGEMENT PROJECT".**

C3.1.3 EXTENT OF WORKS

The design for **"WATER CONSERVATION AND DEMAND MANAGEMENT PROJECT"** involves the following items; The project scope shall include but not limited to the following Integrated SCADA, Telemetry and Automation System. A fully integrated telemetry and SCADA system is proposed across all municipal water and wastewater infrastructure.

The system will include:

- RTUs and PLCs
- Radio communication network
- Level, pressure, and flow sensors
- Pump monitoring systems
- Central SCADA platform

The project scope also includes the following:

- SCADA implementation
- Pump automation

- Telemetry expansion
- Pump rehabilitation
- Security upgrades
- Standardisation of equipment
- Telemetry Operations Centre (TOC)
- Reporting and data system

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

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

C3.1.4 LOCATION OF THE WORKS

The project **"WATER CONSERVATION AND DEMAND MANAGEMENT PROJECT"** is located across the KGETLENGRIVIER Local Municipality

C3.1.5 TEMPORARY WORKS

Temporary works will include, but not limited to temporary traffic diversion.

C3.1.6 Labour-Intensive Works

All the relevant tasks/works shall be constructed using Labour-Intensive Construction Methods only.

C3.1.7 Construction program

It is specifically brought to the notice of the Contractor that time is critical on this project, and the construction period will be a major factor in the award of the tender.

Tenderers shall submit with their tender their **preliminary weekly programme for the construction** of the Works under this contract to suit their proposed method of executing the Works. The programme shall be sufficiently detailed to differentiate between the various activities so that the contract may be properly evaluated.

C3.1.8 Change in works

The Engineer may, from time to time by order in writing without in any way vitiating the Contract or giving to the Contractor any claim for additional payment, require the Contractor to proceed with the execution of the works in such order as in his opinion may be necessary, and may alter the order of or suspend any part of the Works at such time and times as he may deem desirable and the Contractor shall not, after receiving such written order, proceed with work ordered to be suspended until he shall receive a written order to do so from the Engineer. Where the work must of necessity be carried out in conjunction with work of other Contractors, or with that of the Employer, it shall be co-ordinated and arranged in such a manner as to interfere as little as possible with the progress of such other work so as to offer every reasonable facility to other Contractors or to employees of the Employer.

C3.2.2 Drawings

The Engineer will provide the Contractor with one full set of drawings, which will be used exclusively for the recording of as built information by the Contractor.

Only dimensions, positions, levels, co-ordinates etc. that change from the original values, will be required to be entered on these drawings. These drawings, fully marked up, will be handed to the Engineer at the issue of the Certificate of completion, which will not be issued until the as-built information has been received.

The following drawings are applicable to this contract:

C3.4 SUB-CONTRACTING

No work may be sub-contracted to another party unless approval is given by the Engineer in writing. The Contractor is to submit to the Engineer in writing a request for appointment of a

particular sub-contractor. Accompanying this request is to be the full detail of the sub-contractor, including:

- Previous experience
- Work which will be sub-contracted to him/her
- Approximate value of the work to be sub-contracted

Before the Engineer in terms of Clause 49 hereof issues any certificate that includes any payment in respect of work done or goods supplied by any sub-contractor appointed in accordance with the provisions of Clause 6.3 of the General Conditions of Contract for Construction works (2015), he shall be entitled to call upon the Contractor to furnish reasonable proof that all payments (less retention moneys) included in previous certificates in respect of the work or goods of such sub-contractors have been made or discharged by the Contractor, in default of which, unless the Contractor:

- ✓ Informs the Engineer in writing that he has reasonable cause for withholding or refusing such payment; and
- ✓ Submits to the Engineer reasonable proof that he has so informed such sub-contractor in writing.

C3.5 CONSTRUCTION

C3.5.2 Plant and materials

All materials shall comply with the requirements of the South African Bureau of Standards, and shall bear the official standardization mark. Where SABS standard does not exist for a certain material, or a material does not bear the official standardization mark, the Engineers approval of such material must be gained before use thereof.

C3.5.3 Construction Equipment

All equipment on site shall be in a good working order, and is to be in such a condition that it can achieve production rates which are typical of the industry standards.

Should any equipment, in the opinion of the Engineer, be substandard or breaks down frequently to such an extent that it affects the progress on the project, the Engineer may instruct the Contractor to replace such equipment.

C 3.5.4Existing Services

The Contractor shall so carry out all his operations as not to encroach on, or interfere with, trespass on, or damage adjoining lands, building properties, roads, structures, places and things in the vicinity of the Works, and he shall free and relieve the Employer of any liability that may be incurred in consequence of his failure to do so.

The services existing on the site will be either shown on the drawings or pointed out on site by the Engineer and / or the Municipality. No excavation work will commence unless a representative of the Municipality and/or the Engineer have been requested to point out existing services in the area under construction. Written confirmation of services that have been pointed out by the Municipality is to be obtained by the Contractor.

All existing services on the site may not be shown on the drawings or be visible on the site. The Engineer may order excavation by hand in order to search for and expose services. An item has been included in the Schedule of Quantities to cover the cost of such work if so ordered by the Engineer. Where a service is damaged because of the Contractors negligence he shall be liable for the cost involved in the repair of the services and any other consequent cost that may arise due to the interruption of the damaged services.

No excavation is to take place until a representative from the Municipality has been contacted and he has pointed out the existing services to the Contractor and confirmed it in writing. The same shall apply to all Telkom services in the area.

C3.5.5 Site Establishment

i. Source of Water Supply

The Contractor is to arrange with the Local Authority for water and be responsible for the costs of water for construction purposes.

ii. Sources of power supply

The Contractor is to arrange with the Local Authority for a connection. The Contractor will be responsible for the costs of electricity consumed as well as the connection costs.

iii. Location of camp and depot

The Contractor shall make arrangement of the Contractors camp to the Contractor during the site inspection.

iv. Sanitary facilities

The Contractor is to provide the necessary sanitary facilities at his camp, all of which will be governed by the requirements of the Local Authority. The contractor shall pay all sanitary fees and charges due.

v. Temporary offices

The Contractor is required to provide a specific office space for the Engineers, for the Engineer to perform administrative functions on an ad hoc basis.

Neither housing nor shelters will be provided for the contractor's employees, and the Contractor shall make his own arrangements to house his employees and transport them to the Site.

vi. Laboratory facilities

The use of commercial laboratories will be allowed, but the laboratory to be used is subject to the approval of the Engineer.

vii. Sanitary facilities

The facilities are, however, to be kept in a clean and hygienic condition, to the satisfaction of the Engineer. All sanitary facilities are to conform to the by-laws of the Local Authority.

viii. Name Boards

One name boards shall be provided in positions as ordered by the Engineer. The Engineer will provide the lettering required once the tender is awarded.

ix. Survey assistant and equipment

The Contractor will however make 2 survey assistants available to the Engineer as and when required, as well as theodolite and/or level plus accessories.

C3.5.6 Site Usage

x. Ground and access to the works

The Contractor shall where necessary on or adjacent to roads which carry traffic, provide all the necessary barricades and signs in accordance with the stipulations of the South African Road Traffic Signs Manual, and in strict accordance with the requirements of the Protective Services of the KGETLENGRIVIER Local Municipality.

The Contractor shall further ensure that all public roads that are used for access to the site are kept free of debris at all times. The Contractor shall also take adequate measures to ensure that dust is kept to an acceptable level. The term acceptable is to be deemed as acceptable to the Engineer.

xi. Care, damage and protection

The Contractor shall at his own cost make full provision for all watching and lighting necessary for the protection of all persons, animals, vehicles, etc., from injury by reason of the Works. He shall provide ample warning signs, guard rails, etc., around open excavations, stacks of materials, excavated material, debris or the like, and he shall be held liable for all claims made upon himself or upon the Employer by reason of his neglect of all such precautions and provisions.

During the periods of construction of the Works and the repair of defects, the Contractor shall, at his own cost, to the satisfaction of the Engineer and the relevant Authority, take sufficient and adequate measures to avoid interrupting the use of all roads, footpaths, water courses, drains, pipes, telephones, electric wires and cables, premises, places and works, public or private, which may in any way be interfered with by the operations; and shall also afterwards permanently restore all structures and everything which may have been temporarily displaced or otherwise interfered with, all to the satisfaction of the Engineer and the relevant Authority, without extra charge beyond the Contract price.

xii. Survey beacons

The Contractor shall take care to safeguard any permanent survey beacons such as erf boundary pegs and reference beacons. Should the Contractor disturb any such pegs and beacons, he shall have them replaced at his own cost by a registered Land Surveyor. The Contractor is to provide the Engineer with written confirmation from the Land Surveyor that he has replaced the relevant beacons.

The Contractor's attention is drawn to article 35(i) of the Land Surveying Act No. 9 of 1927 (as amended) in this regard.

xiii. Blasting

As the construction takes place within a built up area, extreme care is to be taken during any blasting operations. No blasting shall be permitted without prior written consent from the Engineer. Written as well as verbal notice will be given to all

house owners in the affected area 24 hours prior to the blast being set off, and the contractor is to do a survey of all the houses (internal and external) in the area prior to blasting.

A full daily report of all blasting operations (in duplicate) is to be completed by the Contractor.

This report shall inter alia contain the following information:

- Date and time of each blast
- Number of holes
- Charge per hole
- Use of relays, etc.

This report is to be submitted to the Engineer on a weekly basis, and is to be countersigned by the Engineer.

The contractor is to be noted that he is not to use or permit any person to use an explosive powered tool, unless—

(a) **It is provided with a protective guard around the muzzle end, which effectively confines any flying fragments or particles; and**

(b) The firing mechanism is so designed that the explosive powered tool will not function unless—

(i) It is held against the surface with a force of at least twice its weight; and

(ii) The angle of inclination of the barrel to the work surface is not more then 15 degrees from a right angle:

xiv. Protection of existing vegetation

Before any tree is cut down and removed from the site, the Contractor shall confirm the necessity of such action with the Engineer or his Representative.

xv. Access to individual erven

Access to all public and private property must be maintained at all times. Where excavations cross the access point to any property, the Contractor is to make sure that access be properly done for vehicles to pass.

The Engineer must approve the method of providing access before any excavation commences.

xvi. Use of construction vehicles and equipment

The contractor shall ensure that all construction vehicles and mobile plants—

(a) are of an acceptable design and construction;

(b) are maintained in a good working order;

(c) are used in accordance with their design and the intention for which they were designed, having due regard to safety and health;

(d) are operated by workers who-

(i) have received appropriate training and been certified competent and been authorised to operate such machinery; and

(ii) are physically and psychologically fit to operate such construction vehicles and mobile plant by being in possession of a medical certificate of fitness;

(e) arrangements to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operation;

(f) __are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers;

(g) where appropriate, are fitted with structures designed to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn;

(h) are equipped with an electrically operated acoustic signalling device and a reversing alarm; and

(j) are on a daily basis inspected prior to use, by a competent person who has been appointed in writing and the findings of such inspection is recorded in a register.

(j) no person rides or be required or permitted to ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose;

(k) __every construction site is organised in such a way that, as far as is reasonably practicable, pedestrians and vehicles can move safely and without risks to health;

(l) ___the traffic routes are suitable for the persons using them, sufficient in number, in suitable positions and of sufficient size;

(m) __every traffic route is, where necessary indicated by suitable signs for reasons of health or safety;

*(n)*__bulldozers, scrapers, loaders, and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set;

*(o)*__whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;

(p) when workers are working on or adjacent to public roads, reflective indicators are provided and worn by the workers.

C3.6 MANAGEMENT

C3.6.1 Management of the Works

xvii. Planning and programme

The Contractor shall deliver to the Engineer within **14** days, calculated from the commencement date, a realistic programme showing the order of procedure, the duration of activities making up the programme and method which he proposes to use in carrying out the Works in order to meet the due completion date for this project.

The tenderer is to note that the penalty for failing to complete the works is 0.01% per day.

xviii. Setting out of the works

Generally the positions of the works have been fixed on the plans according to the existing stand boundaries. The Engineer is to approve all setting out prior to commencement of excavation.

xix. Excavation of works & safety

The contractor shall ensure that all excavation work is carried out under the supervision of a competent person who is been appointed in writing. The Contractor will evaluate, as far as is reasonably practicable, the stability of the ground before excavation works begin and he/she shall not permit any person to work in an excavation which has not been adequately shored or braced.

The Contractor will cause convenient and safe means of access to every excavation area in which person are required to work and such access hall not be further than 6m from the point where any worker within the excavation is working.

The Contractor must ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and shall before the commencement of excavation work that may affect any such service, take the steps that may be necessary to render the circumstances safe for all persons involved;

The Principal Contractor shall cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or whereby the safety of persons may be endangered, to be:

(i) adequately protected by a barrier or fence of at least one metre in height and as close to the excavation as is practicable; and

(ii) provided with warning illuminants or any other clearly visible boundary indicators at night or when visibility is poor;

The Principal Contractor shall cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests.

xx. Inspection by engineer

No stage of construction shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer has inspected same, the Contractor shall at his own cost open the covered work for inspection. The Contractor shall also be responsible for making good any work damaged by such uncovering.

xxi. Employment of local labour

It is a specific criterion of this project that should as far as possible adhere to RDP principles, and to meet these principles the following procedures will be followed:

All labour is to be sourced from the KGETLENGRIVIER Local Muncipality; area of jurisdiction and the Contractor may only bring in key personnel from outside this area. The fixed rate for the appointment of local labour will be communicated then **per hour**. This will be payable by the Contractor on **[Monthly]** basis. The Contractor's attention is drawn to the standard rates specification (*"Annexure A" – Civil Engineering Industry Minimum Wage rates per hour; March 2007 to March 2012)* found on the SAFSEC website at www.safcec.org.za. These standard rates should be implemented for payment of all employees of the Contractor.

Key personnel would typically include the Contracts Manager, Site Agent, and Supervisor for each discipline, and operators of plant where the operator must be seated.

A Monthly labour report on all local labour i.e. payments and labour days should be submitted to the Engineer at the end of each month in order for the Engineer to submit a report to the Employer.

None of the Works shall be executed except between sunrise and sunset on Monday to Saturday, inclusive, of any week, and none of the Works shall be executed on any special non-working days stated in the Contract Data, unless:

- ✓ The Engineer's permission in writing is obtained, subject to such conditions as my be laid down by the Engineer; or
- ✓ Provision is specifically made for it in the Contract; or
- ✓ Work is unavoidable or necessary for the saving of life or property or for the safety of the Works.

- Site Meetings

  Regular meetings will be held between all relevant parties to establish the progress and / or delays and problems that might occur on site. Any problems of delays will be address accordingly and the Contractor will receive proper instructions with reference to this matter.

- Communication

  The contact person for the Employer is: Mr O Madisa

  Email address: otsile.madisa@gmail.com

- Daily Records

  Daily records of resources (equipment and people employed) must be kept and must be available on site at all times. These records will include i.e. site instruction book, site diary, site visit register, contractual documentation and minutes of all project meetings. Labour information should be kept updated at all times.

- Compliance with applicable laws

  The Contractor shall, in performance of the Contract, comply with all applicable laws, regulations and statutory provisions and agreements, and shall in particular, on the request of the Engineer, provide proof that he has complied therewith with regard to amongst others:

  - ✓ Wages and conditions of work; and

- ✓ Safety

- Payment Certificates

  As consideration for the construction, completion and defects correction of the Works, the Employer shall pay the Contractor in terms of the provisions of the Contract.

- Clearance of site

  On completion of the Works, the Contractor shall clear away and remove from the site all Construction Equipment, surplus materials, rubbish and temporary works of every kind and leave the whole of the site and the works clean and in a safe condition. All streams and watercourses (where applicable) shall be cleaned and restored to the condition as at the commencement of the Works. If the Contractor does not, within a reasonable time, comply with this requirement, the Employer may have the site cleared and recover the cost thereof from the Contractor.

- Termination of Contract

  If application is made for the sequestration of the Contractor's estate, or if the Contractor publishes a notice of surrender of his estate or presents a petition for the acceptance of the surrender of his estate as insolvent, or makes a compromise with his creditors, or assigns in favour of his creditors, or agrees to carry out the Contract under the supervision of a committee representing his creditors, or (being a company) goes into liquidation, whether provisionally of finally (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), or if the contractor assigns the contract without having first obtained the Employer's consent in writing, or if execution is levied on his goods or if the Engineer certifies reference to this Clause, that in his opinion the Contractor:

  - ✓ Has abandoned the contract; or
  - ✓ Without reasonable excuse has failed to commence the Works in terms of Clause 10 of the General Conditions of Contract for Construction Works (2004), or has suspended the progress of the Works for fourteen (14) days after receiving from the Engineer written notice to proceed or
  - ✓ Has failed to proceed with the Works with due diligence; or
  - ✓ Has failed to remove materials from the site or to pull down and replace work within fourteen (14) days after receiving from the Engineer written notice that the said materials or work have been condemned and rejected by the Engineer in terms of these conditions; or
  - ✓ Is not executing the Works in accordance with the Contract, or is neglecting to carry out his obligations under the Contract; or
  - ✓ Has, to the detriment of good workmanship or in defiance of the Engineer's instruction to the contrary, sublet any part of the Contract; or
  - ✓ Has assigned the Contract or any part thereof without the Employer's consent in writing; or

- ✓ The contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer a gratuity or reward or commission; or
- ✓ The contractor furnished inaccurate information in the Schedules forming part of this Contract.

Then the Employer may, after giving fourteen (14) days' notice in writing to the Contractor, terminate the Contract and order the Contractor to vacate the Site and to hand it over to the Employer, and the Employer may then enter upon the site and the Works and expel the Contractor there from without thereby affecting the rights and powers conferred on the Employer of the Engineer by the Contract, and the Employer may himself complete the Works or may employ another contractor to complete the Works, and the Employer or such other contractor may use for such completion so much of the construction equipment, temporary works and materials bought onto the site by the Contractor as the Employer may think proper, and the Employer may at any time sell any of the said construction equipment, temporary works and unused materials and apply the proceeds of sale toward payment of any sums that may be due or become due to the Employer by the Contractor under the Contract. In such circumstances the Contractor shall forthwith vacate the site and shall not be entitle to remain on the site on the grounds that he is entitled to do so on a right of retention until amounts due to him have been paid, neither will the contractor be entitled to any further payments of this Contract.

C3.7 HEALTH AND SAFETY

xxii. Health & Safety Issues

All work is to be carried out in accordance with the Occupational Health and Safety Act and Regulations (Act 85 of 1993) (a copy of which must be kept on site), the Explosive Material Act of (Act 26 of 1956), the Minerals Act of 1991, and the Factories Machinery and Building Work Act (No 22 of 1941).

The Contractor's notice is drawn to the stipulations of the Construction Regulations 2003, a regulation of the Health and Safety Act 1993 (Gov Notice No R1010 of 18 July 2003). The construction regulation will be applied vigorously on the project.

The Contractor to be appointed must have made provision for the cost of health and safety measures during the construction process. The contractor must have the necessary skills, competencies and resources to carry out the work safely. A proper Safety Plan is to be submitted by the Contractor and a copy thereof is to be made available to all applicable appointed labourers and permanent workers on this project.

The Contractor is to ensure that the legal compliance for the Health and Safety issues are in place. Audits will be carried out to ensure that the Contractor is registered and in good standing with the Workmen's Compensation fund and that the Contractor has affected insurance indemnifying the Employer against penalties levied upon the Employer

due to the acts of omissions of the Contractor in failing to comply with the provisions of the OHS regulations 2003. A compliance audit will also be carried out to ensure that the Contractor has appointed a full-time competent person in writing to deal with the issues of the OHS and that a risk assessment has been conducted and a copy of the Safety plan is on site before any work commences.

Operational audits will be carried out on the following important issues:

- ✓ That the Safety Plan is on site at all times
- ✓ That the Contractor's Safety file is on site at all times
- ✓ That the Safety Officer is on site at all times
- ✓ That Safety meetings are conducted as per the Safety Plan
- ✓ That employees are working under safe conditions
- ✓ That the public is not placed in danger
- ✓ That there is no harm to the environment

xxiii. Accommodation of traffic

It is expected of the Contractor to ensure that the free flow of traffic is possible throughout the construction period.

The Contractor is to provide all necessary barricades, signs and lighting in accordance with the stipulations of the South African Road Signs Traffic Manual, and the Protective Services of the KGETLENGRIVIER Local Municipality. All work is to be to the satisfaction of the Engineer.

- Reporting of accidents

In addition to any statutory regulations, the Contractor shall, as soon as practicable, report to the Engineer every occurrence on the Works or the site causing damage to property of injury of death of persons. If required by the Engineer, the Contractor will submit a report in writing to the Engineer within 48 hours of such requirement setting out full details of the occurrence. The Engineer shall have the right to make any enquiries either on the site or elsewhere as to the cause and results any such occurrence and the Contractor shall make available to the Engineer the necessary facilities for carrying out such enquiries.

ADDITIONS TO SCOPE OF WORK

As much as is economically feasible all work shall be implemented by employing Labour Intensive Construction methods. Over and above the normal Building and Allied works to be implemented by employing skilled and unskilled labour the works specified in the "Guidelines for the Implementation of Labour-Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP)" shall be undertaken using Labour Intensive Construction methods.

Employer's objectives

The employer's objectives are to deliver public infrastructure using labour intensive methods.

Labour-intensive works

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

Labour Intensive Competencies of Supervisory and Management Staff

Contractors having a CIDB contractor grading designation of 5EP and higher shall only engage supervisory and management staff in labour intensive works who have either completed the skills programme outlined in Table 1.

Table 1: Skills programme for supervisory and management staff

Personnel	NQF Level	Unit standard titles	Skills programme description
Team leader / supervisor	1	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	

Personnel	NQF Level	Unit standard titles	Skills programme description
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour-Intensive Construction Methods to Construct and Maintain	any one of these 3 unit standards
		Roads and Stormwater Drainage Use Labour-Intensive Construction Methods to Construct and Maintain	
		Water and Sanitation Services Use Labour-Intensive Construction Methods to Construct, Repair and Maintain Structures	
Site Agent / Manager (i.e the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard

1. **Employment of Unskilled and Semi-Skilled Workers in Labour-Intensive Works**

1.1 Requirements for the sourcing and engagement of labour.

1.1.1 Unskilled and semi-skilled labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

1.1.2 The rate of pay set for the EPWP is as per EPWP guidelines per task or per day. (Insert value determined by public body in terms of clause 2.2 of these Guidelines)

1.1.3 Tasks established by the contractor must be such that:

a) the average worker completes 5 tasks per week in 40 hours or less; and

b) the weakest worker completes 5 tasks per week in 55 hours or less.

1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.

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

a) where the head of the household has less than a primary school education;

b) that have less than one full time person earning an income;

c) where subsistence agriculture is the source of income.

d) those who are not in receipt of any social security pension income

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

a) 49% women;

b) 49% youth who are between the ages of 18 and 35; and

c) 2% on persons with disabilities.

1.2 Specific provisions pertaining to SANS 1914-5

1.2.1 Definitions

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

1.2.2 Contract participation goals

1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.

1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.

1.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.

1.2.3 Variations to SANS 1914-5

1.2.4.1 The definition for net amount shall be amended as follows: Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

1.2.4.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

1.3 Training of targeted labour

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

1.3.2 The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.

1.3.3 A copy of this training request made by the contractor to the DOL provincial office must also be faxed to the EPWP Training Director in the Department of Public Works- Cinderella Makunike, Fax Number 012 328 6820 or email cinderella.makunike@dpw.gov.za Tel: 083 677 4026.

1.3.4 The contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.

1.3.5 The contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.

1.3.6 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of 1.3.4 above.

1.3.7 Proof of compliance with the requirements of 1.3.2 to 1.3.6 must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

C3.8 PROJECT SPECIFICATIONS

C3.8.1 PART B: MATTERS RELATING TO THE STANDARD SPECIFICATIONS

B1 PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS AND ADDITIONAL SPECIFICATIONS

In certain clauses the standard specifications allow a choice to be specified in the project specifications between alternative materials or construction methods, and for additional requirements to be specified to suit a particular contract. Details of such alternatives or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains some additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the number of the relevant clause or payment item in the standard specifications. The number of a new clause or a new payment item that does not form part of a clause or a payment item in the standard specifications and is included here, is also prefixed by B followed by a new number. The new numbers follow on the last clause or item number used in the relevant section of the standard specifications.

B2 SECTION 1100: DEFINITIONS AND TERMS

B1156 LABOUR-OPTIMISING CONSTRUCTION

ADD THE FOLLOWING NEW CLAUSE:

The cost effective employment of as great a portion of labour as is practically and technically feasible to produce a standard of construction as required by the Specifications, thus the economic substitution of plant and mechanical equipment in favour of available labour using hand tools, on condition that this method is not more expensive than the conventional construction practices.

The number of each payment item in the schedule of quantities for the above clause will consist of the Prefix L1 forward by a number corresponding to the number of the relevant Clause or Payment Item in the Standard Specifications.

B3. SECTION 1200 : GENERAL REQUIREMENTS AND PROVISIONS

B1202 SERVICES

ADD THE FOLLOWING NEW PARAGRAPH:

"Before work commences", the Contractor if required, shall contact all private owners or public authorities controlling services to allow them to protect, move or relocate a service as required, or to confirm that all such work has been completed.

No payment will be made for inconvenience to the contractor due to services crossing the site or any authority working on such services, nor will delays caused by such workings be accepted as a basis for claiming an extension of time for completing the works".

B1204 PROGRAMME OF WORK

(a) General requirements

Amend the word "network" in the fourth line of the first paragraph to read as "bar (Gantt) chart".

Add the following after the third paragraph:

"The bar-chart programme to be provided by the contractor shall show the various activities in such detail as may be required by the engineer. Progress in terms of the programme shall be updated monthly by the contractor in accordance with the progress made by the contractor.

In compiling the programme of work, the contractor shall indicate and make due allowance for the following, as specified elsewhere in the contract documents:

The requirements regarding the accommodation of traffic and areas that may be occupied at any time for construction purposes (as indicated on the drawings and specified in Section 1500 of the specifications)

Requirements regarding the training of labourers and Emerging Contractors (EC's).

The requirements for work to be undertaken by labourers and work to be undertaken by EC's.

(b) Programme of work for rehabilitation work

Amend the word “network” in the fourth line of the second paragraph to read as “bar (Gantt) chart”.

B1205 WORKMANSHIP AND QUALITY CONTROL

Add the following to the third paragraph:

“The engineer shall, however, undertake acceptance control tests for the judgement of workmanship and quality, without accepting any obligations vested with the contractor in terms of the contract with specific reference to quality of materials and workmanship. Such acceptance control test done by the engineer shall not relieve the contractor of his obligations to maintaining his own quality control system.”

Add the following at the end of this clause:

"The engineer shall, for the purpose of acceptance control on products and workmanship, assess test results and measurements in accordance with the provisions of section 8300 of the standard specifications. Where small quantities of work are involved, a lot shall mean a full day's production for a specific item of work subject to acceptance control testing."

B1206 THE SETTING-OUT OF THE WORK AND PROTECTION OF BEACONS

Add the following:

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

The Contractor shall take care that property beacons, trigonometrically survey beacons or setting-out beacons are not displaced or destroyed without the consent of the Engineer. Property beacons and trigonometrical survey beacons that have been displaced or destroyed shall be replaced by a registered land surveyor, who shall certify such replacement.

The cost of replacing all beacons displaced or destroyed during the course of the Contract without the consent of the Engineer shall be borne by the Contractor.”

B1209 PAYMENT

(b) Rates to be inclusive

Add the following:

“VAT shall be excluded from the rates and provided for as a lump sum in the Summary of Bill of Quantities”.

(e) Materials on the site

Add the following:

"In addition, the engineer may at his sole discretion also allow payments under "Materials on Site" in respect of any construction materials if stored off-site providing that:

(a) The site selected for this purpose is approved by the engineer

(b) Such land is physically separated from any production plant or operation

(c) Only materials for use under this contract is stockpiled on such land

(d) The contractor has provided proof of an agreement with the owner of such land that the owner has no claim whatsoever on any materials stockpiled on such land

(e) Materials obtained by the contractor for or on behalf of emerging subcontractors (SMME's) shall remain the responsibility of the contractor after payment has been made in respect of materials on site."

B1215 EXTENSION OF TIME RESULTING FROM ABNORMAL RAINFALL

Add the following after the first paragraph of this clause:

"For the purposes of this contract, extension of time resulting from abnormal rainfall or other forms of inclement weather shall be determined according to the requirements of Method ii (critical-path method)."

Method (ii) (Critical path method)

Delete "(based on a five-day working week)" in the fifth and sixth lines of the second paragraph of the description of this method.

Delete the last sentence of the second paragraph of the description of this method and replace with the following:

"The value of "n" shall be taken as **per table 1 below, depending on the month of the event.** per calendar month.

If normal rainy or inclement weather, resulting in delays, occurs for less than **n-value** in any calendar month, the difference between the **n-value** and the actual number of working days on which normal rainy or inclement weather occurred, shall be ignored and not accumulated for the duration of the contract period for the purposes of determining an extension of time due to normal rainy weather, nor due to any other reason.

Items of work on the critical path of the programme of work which are subject to climatic limitations, shall also be considered for extension of time if such items of work are delayed by e.g. cold weather, high winds or other inclement weather conditions.

In this regard, reference shall be made to weather limitations specified for the application of various bituminous products. However, for months during which seal-work cannot be undertaken in terms of the specifications, no extension of time shall be claimed for.

Table 1 – ***RAINFALL RECORDS FOR PERIOD: 2020– 2021***

RAINFALL STATION: KGETLENGRIVIER Lat: 23.8570 Lon: 29.451 Height 1226 m

Average No of Days with Rainfall exceeding 10mm: 9.8 days/year

Average Rainfall: 488.6 mm/year station no: 0677802BX

MON	AVE	ST	N DAY	NUM	1	5.1	10.1	20.1	50.1	100.1	MAX R	MAX RAIN
MON		DEV	RAIN	MON	5	10	20	50	100	900	DAY	DATE
MON	AVE	ST	N DAY	NUM	1	5.1	10.1	20.1	50.1	100.1	MAX R	MAX RAIN
MON		DEV	RAIN	MON	5	10	20	50	100	900	DAY	DATE
JAN	65.9	39.3	65.9	11	3.4	2.1	1.3	0.7	0	0	38	1/18/2013
FEB	47.3	49.7	47.3	11	1.6	0.9	1.1	0.6	0	0	49	2/26/2006
MAR	58.4	33.2	58.4	11	3	1.3	1.1	0.7	0.1	0	51.5	3/27/2006
APR	43.3	46.6	43.3	11	1.5	1	0.7	0.5	0.1	0	68	4/4/2011
MAY	10.4	14	10.4	11	0.5	0.4	0.3	0.1	0	0	29.2	5/8/2009
JUN	1.7	3.6	1.7	11	0.3	0	0.1	0	0	0	12	6/10/2009
JUL	2.4	4.3	2.4	11	0.3	0.1	0.1	0	0	0	12.1	7/4/2007
AUG	2.3	5.6	2.3	11	0.2	0	0.1	0	0	0	19.2	8/15/2011
SEP	6.6	8.2	6.6	11	0.4	0.4	0.1	0.1	0	0	22.5	9/4/2015
OCT	48.1	29.5	48.1	11	1.5	0.7	1.4	0.6	0	0	38.2	10/29/2009
NOV	97.7	40.5	97.7	11	3.1	2	1.3	1.5	0.2	0	65.5	11/12/2008
DEC	104.6	56.3	104.6	11	3.8	1	1.7	1.9	0.1	0	55	12/16/2014
YR	488.6		67.9		19.5	9.8	9.2	6.8	0.5	0	488.6	

SOURCE OF INFORMATION: ***South African Weather Service, Private Bag X097, Pretoria, 0001***

Nw = Actual number of days during calendar month on which a rainfall of 10 mm or more is recorded.

Nn = Average number of days in the calendar month concerned on which a rainfall of 10 mm or more is recorded in terms of existing rainfall data.

Rw = Actual rainfall for the calendar month concerned in mm.

Rn = Average rainfall for the calendar month in mm deduced from existing rainfall data.

B1217 PROTECTION OF THE WORKS AND REQUIREMENTS TO BE MET BEFORE CONSTRUCTION OF NEW WORK ON TOP OF COMPLETED WORK IS COMMENCED

Add the following subclause:

"(h) No concrete paving block directly adjoining the concrete kerbs and concrete side drains shall be constructed prior to the completion of the concrete kerbs and concrete side drains."

B1207 NOTICES, SIGNS AND ADVERTISEMENTS

REPLACE THE FOURTH PARAGRAPH WITH THE FOLLOWING:

"The sign-boards shall be painted with the legend in English".

B1227: MONTHLY SITE MEETINGS

ADD THE FOLLOWING:

The Contractor or his authorized representative attending these meetings shall be a person who is empowered to take contractually binding decisions.

B1228: LEGAL PROVISIONS

ADD THE FOLLOWING NEW PARAGRAPHS:

"The Contractor shall be required to comply with the Occupational Health and Safety Act, 1993: Construction Regulations, 2003 as promulgated in Government Gazette No 25207 and Regulation Gazette No 7721 of 18 July 2003. Non-compliance with these regulations, in any way whatsoever, will be adequate reason for suspending the works.

The proposed type of work, materials to be used and hazards likely to be encountered on this Contract, and which cover the Employers' health and safety specifications (subclause 4(1) of the regulations, are detailed in the Project Specifications, Schedule of Quantity and Drawings.

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

The Contractor shall at all times be responsible for full compliance with the approved plan as well as the Construction Regulations.

No extra over or additional payment shall be made to compensate the Contractor for compliance with these Regulations, and compensation shall be included in the rates tendered for the applicable items of work."

B1231 MEASUREMENT AND PAYMENT

"ADD NEW ITEMS"

1200: General Requirements and Provisions

B1201 (i) Payment of Community Liaison Officer.....Provisional Sum (Prov. Sum)

(ii) Handling costs and profit in respect of 12.01(i) above ……. Percentage (%)

The provisional sum allowed in Item (i) for the payment of the Community Liaison Officer and the percentage allowed under Item B1201(ii) shall include full commission for all obligations, overheads, administration charges and incidental Items of cost necessary.

B1202 Structured training (as specified in Part D of the Project Specifications)

(a) Generic Skills ……..……. Provisional Sum (Prov Sum)

(b) Entrepreneurial Skills ……..…….…… Provisional Sum (Prov Sum)

(c) Handling Costs and profit in respect of Sub-item (a) and (b) above ….....Percentage (%)

(d) Provision of training venue (only if required) ……...… Lump Sum (L/S)

The Provisional Sum and Lump Sum allowed in item (a), (b) and (d) respectively for the payment of structured training, and percentage allowed under Item (c) shall include full commission for all obligation, overheads, administration charges and incidental items of cost necessary.

B4. SECTION 1300: CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS

B 1301: SCOPE

ADD "as well as all costs related to conforming to the requirements of the Construction Regulations, 2003" *AFTER* " It also covers" *IN THE FOURTH LINE..*

B5. SECTION 1400: HOUSING, OFFICES AND LABORATORY FOR THE ENGINEER'S SITE PERSONNEL

B1402: OFFICES AND LABORATORIES

(a) General

ADD THE FOLLOWING:

"All offices and laboratories shall be supplied with approved burglar proofing"

ADD THE FOLLOWIN SUB-CLAUSE:

"(h) Telecommunication System

One (1) cellular phone shall be provided for the use of the Engineer and his staff. The system shall be compatible with an existing system in the area. On completion of the contract the cellular phone will be returned to the contractor".

"Item
Unit

B14.11 Telecommunication System Supply

(a) Supply one (1) cellular phone ..... Lump Sum (L/S)

(b) Monthly Rental ..... Month

(c) Cost of calls by Engineer ..... Prime Cost Sum (PC Sum)

(d) Handling cost and profit in respect of sub-clause 14.11(b) & (c) above… Perc (%)

The tendered rates shall include full compensation for the supply of units. The rates shall include for all costs of any agreement with the Cellular Services used. The cost of the calls will be paid on invoice from the Cellular Services and also the tendered rates for sub-item B14.11(d) shall include full commission for all obligation, overheads, administration charges and incidental items of cost necessary.

B1403 HOUSING

(c) Rented Accommodation

*REPLACE THE FULL STOP AT THE END OF THE FIRST SENTENCE OF SUB-SUBCLAUSE (c) (ii) WITH A COMMA AND ADD "*and for all services connected with such accommodation".

B1404 SERVICES

ADD THE FOLLOWING SUB-CLAUSE

"(e) Testing of materials

The Contractor shall arrange with an approved laboratory to carry out sufficient tests on a regular basis as agreed between him and the Engineer to determine whether the degree of compaction, and, where applicable, the quality of materials used, comply with the specifications and shall submit the results of these tests to the Engineer in a form of approved by him".

B7. SECTION 1700: CLEARING AND GRUBBING

B1703 EXECUTION OF WORK

(a) Areas to be cleared and grubbed

DELETE "normally" IN THE SECOND PARAGRAPH.

B8. SECTION 1800 : DAYWORK SCHEDULE

Note: This is a new section added to the Standard Specifications.
ADD THE FOLLOWING:

B1801 SCOPE

This section covers the listing of daywork items for use in determining payment for work which cannot be quantified in specific pay item "units" in the bill of quantities or work ordered by the engineer during the construction period which was not foreseen at tender stage for which no applicable rate exists in the schedule or for work of a special or different character warranting special payment as decided by the engineer.

B1802 ORDERING OF DAYWORK

No daywork shall be undertaken unless specific written authorisation is obtained from the engineer.

C3.8 PROJECT SPECIFICATIONS

C 3.8.2 PART C PROVISION OF THE TEMPORARY WORKFORCE

CONTENTS

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C 11 MEASUREMENT AND PAYMENT

C 01 SCOPE

This Specification covers the provisions and requirements relating to the provision of the temporary workforce.

C 02 INTERPRETATIONS

C 02.01 Supporting documents

The Tender Rules, Conditions of Contract, Standard and Project Specifications, Drawings and statutory minimum requirements relating to the employment and remuneration of labour shall *inter alia* be read in conjunction with this Specification.

C 02.02 Definitions and abbreviations

For the purposes of this specification, the definitions given in the Conditions of Contract, the Standard Specifications and the Project Specifications, together with the following additional definitions shall, unless the context dictates otherwise, apply:

(a) "Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, artisans and the like, and all other personnel in the permanent employ of the Contractor or Subcontractor who posses special skills and/or who play key roles in the Contractor's or Subcontractor's operation

(b) "Project Committee" means a committee consisting of the Employer, the Engineer, the Contractor, (or their nominated representatives) as well as representatives of the temporary workforce, which is convened from time to time at the discretion of the Engineer, for the purposes of acting as an avenue for effective communication and liaison between all the parties referred to, in all matters pertaining to the Contract

(c) "Subcontractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the Works are sublet or subcontracted by the Contractor in accordance with the provisions of the Contract

(d) "Worker" for the purposes of this Specification means any person, not being one of the Contractor's key personnel, nor any key personnel of any Subcontractor, who is engaged by the Contractor, a Subcontractor or the Employer to participate in the execution of any part of the Contract Works and shall include unskilled labour, semi-skilled and skilled labour, clerical workers and the like

(e) "Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all Subcontractors

(f) "Liaison Officer" means a representative from the temporary workforce, duly elected by them, to act on their behalf and through whom all matters pertaining to the temporary workforce can be channelised.

C 02.03 Status

Where any provisions or requirements of this Specification are in conflict with anything elsewhere set out in the Contract, the provisions and requirements of this Specification shall take precedence and prevail.

C 03 PERMITTED SOURCES OF TEMPORARY WORKERS

The Contractor shall as far as possible make optimum use of the human resources outside his own workforce and the workforces of all subcontractors. The temporary workforce which is to be used in the execution of the Works in terms of Part A may consist of the workers of various communities, and shall not be bound to one particular community.

C 04 EMPLOYMENT RECORDS TO BE PROVIDED

(a) The Contractor shall maintain accurate and comprehensive records of all workers engaged on the Contract and shall provide the Engineer at monthly intervals from the commencement of the Contract, with interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Engineer.

(b) The Contractor shall, on completion of the Contract, and as a pre-requisite event to the release of any retention money in terms of the Conditions of Contract, provide the Engineer with copies of the Terms of Employment as well as independently audited documentary evidence of the total number of temporary and permanent employment opportunities actually generated during the Contract.

C 05 VARIATIONS IN WORKER PRODUCTION RATES

Notwithstanding anything to the contrary as may be stated in or inferred from any other provision of this Contract, the Contractor shall not be entitled to any additional payment or compensation whatever, in respect of any differences as may result between the production rates actually achieved by workers in the course of the execution of the Contract Works and those production rates on which he has based his tender.

C 06 TRAINING OF THE TEMPORARY WORKFORCE

(a) Selected members of the workforce are to be provided with structured training in accordance with the provisions of Part D.

(b) The Contractor shall make all necessary allowances in his programme of work to accommodate and facilitate the delivery of such structured training and shall comply fully with the requirements of Part D.

(c) The provision of structured training as described in Part D shall not relieve the Contractor of any of his obligations in terms of the Conditions of Contract and

the Contractor shall remain fully liable for the provision, at his own cost, of all training of the workforce, additional to that as provided for in Part D, as may be necessary to achieve the execution and completion of the works strictly in accordance with the provisions of the Contract.

C 07 RECRUITMENT AND SELECTION PROCEDURES

C 07.01 The Contractor shall be fully responsible for the recruitment and selection of workers to constitute the temporary workforce.

C 07.02 The Contractor shall advise the Engineer in writing of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall posses (taking due cognisance of the provisions of the Contract relating to training).

C 07.03 The Contractor shall, at his own cost, take all necessary actions to advertise within the communities comprising the personnel resources, the fact that temporary employment opportunities exist and the time and place where recruiting will occur.

C 07.04 The Contractor shall record in writing, the details of all persons applying for employment, including *inter alia*:

(a) Name, address, age and sex

(b) Marital status and number of dependants

(c) Qualifications and previous work experience (whether substantiated or not)

(d) Period since last economically active

(e) Preference for type of work or task.

C 07.05 The Contractor shall make his selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce and the provisions of the contract in regard to the provision of training to the workforce and in accordance with the following principles:

(a) No potential temporary worker shall be precluded from being employed by the Contractor on the execution of the Works, by virtue of his lack of skill in any suitable operation forming part of the Works, unless -

(i) all available vacancies have been or can be filled by temporary workers who already posses suitable skills, or

(i) the Time for Completion allowed in the Contract, or the remaining portion of the Contract Period (as the case may be) is insufficient to facilitate the creation of the necessary skills.

(b) Preference shall be given to the unemployed and single heads of households.

(c) The Contractor shall, in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected.

(d) The selection process shall not be prejudicial to youth (over the age of fifteen years) and women.

C 07.06 After making his selection, the Contractor shall advise the Engineer thereof, in writing and the Engineer shall, without undue delay, ratify the Contractor's selection.

C 07.07 The provisions of this clause shall apply *mutatis mutandis* in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the Contract.

C 07.08 The Contractor shall, after selecting his temporary workforce, arrange at his own cost for the appointment of the Liaison Officer as representative of the workforce to act on their behalf with regards to all matters pertaining to the workforce."

C 08 TERMS AND CONDITIONS PERTAINING TO THE EMPLOYMENT OF THE TEMPORARY WORKFORCE

C 08.01 All temporary workers engaged in accordance with the provisions of Part A of the Project Specifications, shall be employed on the terms and conditions of employment as are consistent with those as set out in this Contract. The Contractor shall implement and adhere strictly to such terms and conditions relating to the employment of the temporary workforce, and subject only to the provisions of this Contract, shall not employ any temporary worker on terms and conditions which are less favourable to the worker or inconsistent with the standards and norms generally applicable to temporary workers in the Civil Engineering Industry and applicable to the particular area.

C 09 LABOUR RELATIONS AND WORKER GRIEVANCE PROCEDURES

C 09.01 The Contractor, as the Employer of the workforce, shall be fully responsible for the establishment and maintenance at his own cost, of satisfactory labour relations on site and the resolution of all grievances of temporary workers as may occur.

C 09.02 The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the Civil Engineering Construction Industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the Contract.

C 09.03 In the event of any temporary worker engaged by the Contractor in terms of the Contract, being aggrieved with regard to his Terms of Employment, working conditions and training, he shall have the right, at his discretion, to be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor in terms of Subclause C 09.02 above, by one member of the temporary workforce and one member of the Project Committee, which persons shall be nominated by the worker.

C 09.04 In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures in accordance with Subclauses C 09.02 and C 09.03, then either the Contractor or the worker concerned may require that the matter be referred to the Project Committee for further consideration, with a view to facilitate the resolution thereof.

C 10 THE SUBCONTRACTORS' WORKFORCES

C 10.01 The provisions of this Part C shall apply *mutatis mutandis* to the workforces employed by all subcontractors engaged by the Contractor and the Contractor shall be fully responsible for ensuring, at his own cost, that the terms of every subcontract agreement entered into are such as to facilitate the application of these provisions in respect of the workforces of all subcontractors.

C 10.02 The Contractor shall at his own cost and to the extent necessary, assist and monitor all subcontractors in the application of the provisions of this Specification, and shall, in terms of the Conditions of Contract, remain fully liable in respect of the acts, omissions and neglects of all subcontractors, in respect of the application of the provisions of this Specification.

C 11 MEASUREMENT AND PAYMENT

The Contractor will not be separately reimbursed or compensated in respect of the provision of the workforce and creation of temporary employment opportunities and all the Contractor's costs associated with compliance with the provisions of this part of the Project Specifications shall, except to the extent provided for in Part D as relevant, be deemed to be included in the rates tendered for the various items of work listed in the Schedule of Quantities.

C4: SITE INFORMATION

General

This section describes the site at the time of the tender in order to enable the tenderer to price his tender accordingly and to decide upon his method of working, programming and risks.

The proposed project comprises the implementation of an integrated telemetry, Supervisory Control and Data Acquisition (SCADA), and automation system across the Municipality's water supply and wastewater infrastructure serving the Koster, Swartruggens, Derby, Mazista and Ratsagae water and wastewater schemes.

C4.3 BID DRAWING

LIST OF DRAWINGS